

# **EXHIBIT A**

## CONSULTING AGREEMENT

Consulting Agreement (the "Agreement") dated as of April 14, 2015 by and between The Donald J. Trump Exploratory Committee ("DJTEC," "we" or "us") and Samuel Nunberg ("SN" or "you"). DJTEC and SN agree as follows:

1. Engagement and Independent Contractor Status. You agree to perform the services described in Exhibit A (the "Services") during the period of your engagement (the "Term"). You are an independent contractor, not our employee. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, or principal and agent between you and us. We shall have no right to control or direct the details, manner, or means by which you perform the Services hereunder, provided that such Services shall be performed to our reasonable satisfaction. In performing the Services, you shall have no control over or management authority with respect to us or our operations and no authority to bind us to any contracts or agreements.

2. Compensation and Reimbursement.

(a) During your engagement, we will pay you at a rate of \$7,500 per month, with an extra payment of \$3,750 at the end of your engagement unless you terminate your engagement or we terminate your engagement because of your Major Default (as defined below). In addition, subject to our standard reimbursement policies, we will reimburse you for reasonable business-related expenses actually paid by you in the performance of the Services, provided, however, that we will only reimburse expenses in excess of \$1,000 per calendar month if such excess expenses were pre-approved in writing by us (which approval may be by e-mail). The term "Major Default" means your default under this Agreement that remains uncured after three (3) days written notice (which may be by e-mail) or your default under this Agreement three (3) times in any six (6) month period even if you cure such defaults provided you have received written notice (which may be by e-mail) of each of such three (3) defaults.

(b) Within seven (7) days of the date of this Agreement, you will receive payment in the amount of \$3,750 as additional compensation.

(c) All applicable state and federal taxes are your responsibility, and we will supply you an IRS form 1099 for this purpose. We will report to the Internal Revenue Service all fees paid to you pursuant to this agreement as non-employee compensation.

(d) You will not be entitled to (i) participate in or receive benefits under any program that we maintain for our employees, including, without limitation, life, medical and disability benefits, vacation pay, or sick pay; or (ii) any direct or indirect compensation of any kind as a result of the performance of this Agreement, except for the fees provided for herein.

3. Term. Your engagement begins on the date of this Agreement and will end on April 30, 2015, provided, however, your engagement will automatically be extended for one month at a time, through and including the last day of each succeeding calendar month, unless either party gives, ten (10) days prior to the first day of any monthly extension, written notice to the other party (which notice may be by email) of such party's intention to terminate this Agreement on the last day of the Term without giving effect to such monthly extension. Nothing in this paragraph shall interfere with either party's respective rights to terminate this Agreement, at any time and for any reason or no reason, as set forth in paragraph 4 of this Agreement.

4. Termination of Agreement. This Agreement may be terminated (a) immediately by DJTEC at any time upon the giving of written notice or (b) by SN at any time upon written notice given at least 10 days prior to the effective date of termination. In the event this Agreement is terminated for any reason you will be entitled to payment for the calendar month of termination on a prorated basis through the last day of the Term. Notice under this paragraph 4 may be given by e-mail.

5. Covenants. You agree to abide by the following terms and conditions during the Term:

(a) You will send all communications or information related in any way to the Services via the e-mail account that we provide to you (the "Consultant's Services E-mail Account"). All communications and information transmitted by, received from, or stored in our e-mail system are our property, and you have no right of personal privacy in such communications or information.

(b) All services under this Agreement will be performed remotely unless we request otherwise.

(c) During the Term, and, if we terminate your engagement because of your Major Default under this Agreement or you terminate your engagement other than for Non-Payment (as defined below), after the Term, you will not without our prior written consent, for compensation or on a volunteer basis, provide services to any other campaign or candidate for President of the United States during the 2016 election cycle (including, without limitation, any exploratory effort in connection with any potential campaign or candidate). This paragraph 5(c) will survive the termination of this Agreement. Notwithstanding the foregoing, in the event Donald J. Trump does not become a formal candidate on or before October 1, 2015, or terminates his candidacy, for President of the United States during the 2016 election cycle SN shall not be prohibited from providing services on any basis for any campaign for President of the United States during the 2016 election cycle (including, without limitation, any exploratory effort in connection with any potential campaign or candidate). As used in this paragraph, the term "Non-Payment" means our default in our obligation to pay you any monthly fee when earned, due and payable in accordance with our standard payment procedures or our default in our obligation to pay you the additional compensation described in Section 2(b) and, in either case, such default is not cured within three (3) days after you give us written notice (which may be by e-mail) of such default.

6. Exclusivity. This Agreement is non-exclusive. During the Term SN may perform any services whatsoever (including services the same or similar to the Services) with or without compensation, other than any services on any basis for any exploratory effort in connection with any potential campaign, or any campaign, for President of the United States during the 2016 election cycle; provided, however, notwithstanding such other engagements, you must dedicate sufficient time to the performance of the Services as may be required, in your reasonable determination, for the proper performance of the Services and you must consistently apply your best skill and effort to the performance of the Services.

7. Return of Property. At any time upon our demand, and in any event, upon termination of this Agreement, you will immediately deliver to us all documents or tangible materials, including all copies or duplicates, related to the Services. You acknowledge that all such items, including your own notes made in connection with the Services, are our property, though they may be entrusted to you on a temporary basis. This paragraph 6 will survive the termination of this Agreement.

8. Confidentiality. The party's acknowledge that the confidentiality agreement, a copy of which is attached to this Agreement, continues in full force and effect, binds SN and DJTEC (as if DJTEC were originally made a party to it), and will survive termination of this Agreement.

9. Prior Agreements. You represent that, to the best of your knowledge, you have disclosed any agreement or any other existing or previous business relationship which may adversely affect the full performance of your duties and obligations hereunder. You agree to indemnify and hold us harmless with respect to any losses, liabilities, demands, claims, fees, expenses, damages and costs (including reasonable attorneys' fees and costs) resulting from or arising out of any third party claim or action based upon your breach of the foregoing representation regarding entrance into this Agreement.

10. Previous Association. The parties to this agreement acknowledge that you were previously associated with us, or with an affiliate of ours, prior to the effective date of this Agreement. You acknowledge and agree that in relation to such engagement there are no sums, amounts, compensation, or other forms of consideration due from us or any of our affiliates and hereby waive and release any claims thereto. The foregoing is a waiver and release of any claim or liability of any kind of nature accrued through the date hereof of The Trump Organization, the DJTEC, their respective affiliates and they and their respective affiliates' respective officers, directors and employees.

11. Disputes. This Agreement will be governed by the law of New York State. Any disputes relating to this agreement may be resolved only in a federal or state court sitting in New York State and you hereby submit to the

Jurisdiction of such courts and IRREVOCABLY WAIVE YOUR RIGHT TO TRIAL BY JURY (i.e., you agree that a judge and not a jury will hear and decide the case).

12. No Representations. This Agreement, sets forth the entire agreement between you and us related to the subject matter hereof and you acknowledge that you are not relying on any representations or promises not set forth clearly in this Agreement.

13. Severability. If any provision of this Agreement or any part of any provision is determined to be invalid or unenforceable in whole or in part for any reason, it shall be severable from the rest of this Agreement and shall not affect any other provision of this Agreement, all of which shall remain in full force and effect and be enforceable according to their terms.

14. Miscellaneous. This Agreement is not assignable, except by us to a company or other entity owned or controlled by the DJTEC, any successor (including, without limitation, a principal campaign committee) or any affiliate thereof. This Agreement may only be changed by a writing signed by both you and us.

15. Notices. All notices under this Agreement shall be in writing and, unless expressly provided otherwise in this Agreement, sent by federal express overnight mail or delivered in person with receipt copy acknowledged and shall be deemed given when received or refused at the recipient's address in the signature block below or, where e-mail notice is permitted, when delivery is indicated by an automated "delivery receipt." Wherever e-mail notice or approval is permitted under this Agreement, such notice (a) if from or to SN, must be sent from or to the e-mail address of Consultant's Services E-mail Account or [nunberg@erols.com](mailto:nunberg@erols.com), and (b) if from or to DJTEC must be sent from or to the e-mail address designated from time to time in writing on DJTEC letterhead by David L. Cohen, Esq. for the purpose. Required approvals of SN expenses will only be valid if given by the person or persons designated from time to time in writing on DJTEC letterhead by David L. Cohen, Esq. to be authorized to give such approval.

In witness whereof, the parties have executed this Agreement as of the date first written above.


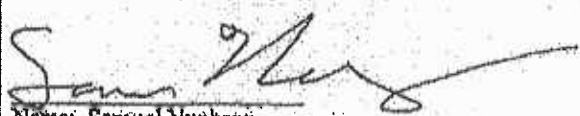
<p>The Donald J. Trump Exploratory Committee</p> <p>By:  Donald J. Trump Notice Address: 725 Fifth Avenue, New York, New York 10022</p>	<p>CONSULTANT</p> <p> Name: Samuel Nunberg Soc. Sec. Notice Address: 535 East 86th Street New York, NY 10028</p>
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Exhibit A

Services

DEBATE PREPARATION

- Assist in preparing Mr. Trump for debates.

MESSAGING:

- Twitter – Construct daily tweets (to be sent by Consultant's twitter manager) which link to positive media, examples of Mr. Trump's accomplishments, press releases and political event announcements.
- Speech Writing – collaborate on speech outlines for Mr. Trump's political events.
- Interview Preparation – collaborate on talking points for radio, TV and print interviews.
- Editorials – collaborate on editorials dealing with current events and policy positions.

DEVELOPMENT/POLICY:

- Briefings – draft initial briefings on policy review, current events and political positions.
- Political Positions – collaborate on political positions both local and national.
- Position Statements – collaborate on position statements for the project.
- Policy Communications – collaborate on policy speeches, editorials and events

OPPOSITION RESEARCH & COUNTER MESSAGING:

- Collaborate on opposition research with the team.
- Collaborate on counter messaging against political rivals and responses to attacks made against Mr. Trump.

AGREEMENT

You have requested that the entity signing below (the "Company") engage you (as an employee or an independent contractor, as applicable) to perform services, or an independent contractor that employees you has requested to be engaged by Company 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 Company 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 Company 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 Company 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;

b. not to assist others in obtaining, disclosing, disseminating, or publishing Confidential Information;

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

e. to (i) provide the Company 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 Company (or the appropriate Trump Person) has had a reasonable opportunity to seek an appropriate protective order or similar relief, (iii) fully cooperate and join with the Company (and the appropriate Trump 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 Company (or the appropriate Trump Person) has elected not to seek it, and (v) 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 Company, (i) return to the Company 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 Company.

The foregoing provisions each apply to Confidential Information and disclosure, dissemination, publication, use and effort to help others obtain, saving, storing and memorializing 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, 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 the Company, Mr. Trump, any Trump Company, any Family Member, or any 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.

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 federal or state office 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 Company or any other Trump Person and who at any time provides services for the project or objective for which you or your employer, as applicable, 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," (b) is owned by or associated with the Company, Mr. Trump, any Trump Company, any Family Member or any Family Member Company, for example, without limitation, any name, likeness, voice, or image of Mr. Trump or any 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

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 Person you are defending) and hold harmless each Trump 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 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 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 Person's remedies at law or in equity, all of which are expressly reserved.

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

#### 8. Resolution of Disputes.

a. Governing Law; Jurisdiction and Venue. 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. You hereby consent to exclusive personal jurisdiction and venue in the State of New York with respect to any action or proceeding brought with respect to this agreement.

b. Arbitration. Without limiting the Company's or any other Trump Person's right to commence a lawsuit in a court of competent jurisdiction in the State of New York, any dispute arising under or relating to this agreement may, at the sole discretion of each Trump Person, be submitted to binding arbitration in the State of New York pursuant to the rules for commercial arbitrations of the American Arbitration Association, and you hereby agree to and will not contest such submissions. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction.

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



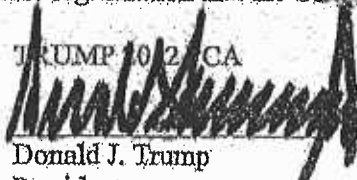
d. Interpretation and Representation by Counsel. This agreement has been drafted on behalf of the undersigned only as a convenience and may not, by reason of such action, be construed against the undersigned. Each of the parties (i) has had the opportunity to be and/or has elected not to be, represented 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.

9. Miscellaneous. 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. 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. 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.

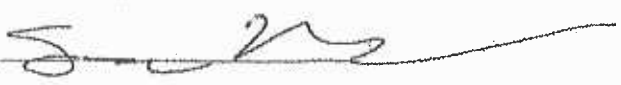
10. Survival. This agreement will survive the expiration, cancellation or termination of any employment or independent contractor relationship that you may have with the Company or with any individual, entity, partnership, trust organization that the Company has engaged.

TRUMP 10/2/15 CA

  
Donald J. Trump  
President

I, Samuel Dan Numborg, ACKNOWLEDGE THAT I HAVE READ,  
UNDERSTAND AND AGREE TO COMPLY WITH THE FOREGOING WHICH I  
RECOGNIZE CREATES A VALID AND BINDING LEGAL OBLIGATION ON ME.

Date: 1/1/15

Signature: 

Address: 535 East 86th St  
NYC NY 10028