

**AGREEMENT**

This Agreement is made as of December 15, 2011 by and between Christopher Cooper and The Potomac Square Group, LLC (PSG), a company chartered in Delaware and domiciled in Washington DC and the WMA Group and Garrison Courtney, hereinafter known as CLIENT.

**SERVICES AND TERM**

PSG shall provide CLIENT with strategic communications counsel and services associated with the International Counsel Bureau, as outlined in the scope of work agreed upon by Christopher Cooper and Garrison Courtney, who warrants that he is authorized to execute legal agreements on behalf of CLIENT. A copy of that scope of work agreement is incorporated herein as Annex I.

In exchange for services as described in Annex I, PSG shall receive a flat retainer of no less than \$10,000 per month from CLIENT.

Covenants included in the October 31, 2011 agreement between ICB and CLIENT regarding scope of work and term shall also govern this agreement between CLIENT and PSG.

In the event that the agreement between CLIENT and ICB is modified, either formally or informally, the terms of that agreement shall immediately govern this agreement. Additionally, the monthly retainer due to PSG shall be modified accordingly upon written agreement between Christopher Cooper of PSG and Garrison Courtney of the WMA Group. Any additional retainer due will be included as an addendum to this contract and will be an amount agreed upon by both parties. Services performed by PSG shall commence on December 15, 2011. PSG's first-month retainer shall be due upon the commencement of work.

PSG fully understands the billing cycle applied to this contract and agrees that it will be paid accordingly as CLIENT receives the appropriate funds from ICB.

**REGULATORY FILINGS**

CLIENT acknowledges that PSG may be required to make various filings or legal disclosures, in accordance with US law, regarding its work for CLIENT. PSG shall prepare all filings in a timely manner. All fees associated with such filings shall be borne by PSG.

**EXPENSES**

CLIENT shall reimburse PSG for reasonable expenses. Such expenses may include charges for local travel and food. Extraordinary expenses may include items such as airfare, railfare, lodging, specialized consulting or creative contract work and other expenses exceeding \$150 per incidence. Such expenses will be approved in advance by CLIENT. PSG will, upon request, submit copies of receipts for such expenses to CLIENT.

PSG may provide recommendations for third-party services associated with this agreement. All recommendations shall be reviewed by and are subject to the express approval of WMA Group. Billing for all third-party charges shall be done by the WMA group, provided that it has approved of both the scope of the work and its cost.

#### ETHICS

PSG warrants that its officers, employees and contractors will perform all duties outlined in this agreement with full integrity and to the highest ethical standards. PSG will work at all times in the best interest of CLIENT. PSG officers, employees and contractors will work at all times within the confines of US law. Subcontractors of PSG who are privy to sensitive or confidential information regarding CLIENT will be required to sign non-disclosure agreements.

#### INDEMNIFICATION

CLIENT hereby indemnifies and holds harmless PSG, its directors, officers, employees and agents from any and all injuries, losses, claims and damages to any person or property, and all costs and expenses, including, without limitation, attorney fees and any other liabilities incurred by PSG as a result of any act or omission by CLIENT, their employees, contractors or agents. This indemnification is waived if PSG is subsequently found guilty of gross negligence or willful misconduct by either a competent court of justice or an arbitration process initiated pursuant to this Agreement.

#### INDEPENDENT CONTRACTOR STATUS

PSG and its employees are independent contractors and are not employees or agents of the CLIENT.

#### CHOICE OF LAW

This agreement will be governed by and construed in accordance with the laws of the District of Columbia.

#### RIGHT TO WORK PRODUCT

In the performance of this or any supplemental agreement, all work prepared by PSG for the CLIENT shall be the exclusive property of CLIENT.

#### ARBITRATION

All claims, disputes and other matters arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in the District of Columbia, in accordance with the Rules of the American Arbitration Association in effect at the time. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be made within two (2) years after the claim, dispute or other matter has arisen; the award rendered by the arbitrator(s) shall be final.

#### COSTS AND ATTORNEY FEES

If any action is necessary to enforce any conditions of this agreement, the prevailing party will receive from the other party all costs and fees, including attorney fees, and the prevailing legal interest rate on all debts from the date of default.

#### CONFLICTS

PSG may now or in the future represent one or more other clients having contacts with the CLIENT or its affiliates. CLIENT consents to PSG's current and future representation of any such clients without the need for further consensus from CLIENT, so long as there is no direct conflict of interest as reasonably determined in good faith by PSG. This advance consent does not permit unauthorized disclosure or use of any client confidences.

#### ENTIRE AGREEMENT

This Agreement, including Annex I, constitutes the entire Agreement between the parties. All amendments must be in writing and signed by both parties.

#### CONFIDENTIALITY

PSG shall keep confidential and not disclose to any third party any information regarding CLIENT, other than in connection with the provision of Services pursuant to Section I hereof.

These designations shall not apply to (a) information which is in the public domain; (b) information which, after disclosure, becomes part of the public domain by publication or (c) information that PSG can establish its possession at the time of disclosure by CLIENT; (d) information that PSG receives from a third party.

#### NOTICES

All notices required under this Agreement shall be in writing and shall be deemed delivered when carried by hand, conveyed electronically or deposited in the US mail, postage prepaid, addressed as follows:

Attn: WMA Group LLC  
c/o Garrison Courtney  
1136 Round Pebble Lane  
Reston, VA 20194

Attn: Potomac Square Group LLC  
c/o Christopher Cooper  
644 9<sup>th</sup> St. NE  
Washington, DC 20002  
[ccooper@psgdc.com](mailto:ccooper@psgdc.com)

**DISCLOSURE**

PSG may publicize this agreement to work with CLIENT in the form of a press release and announcements, and may include CLIENT's name and/or logo in marketing materials. CLIENT shall be given reasonable opportunity to review such marketing material prior to its dissemination.

PSG agrees that it will in no way use ICB or its affiliates by name or address any portion of the contract between CLIENT and ICB in this Agreement or in any press release, announcement or marketing material.

**AUTHORITY TO SIGN**

Each party has full power to enter into and to perform this Agreement, and the person signing this Agreement is properly authorized and empowered to do so. Each party further agrees that he has read this agreement, understands it and agrees to be bound by it.

The Potomac Square Group, LLC

The WMA Group, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date 12/15/2011

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**ANNEX I:**