

U.S. Department of Justice
 Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant The Potomac Square Group	2. Registration No. 6096
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3. Name of Foreign Principal International Counsel Bureau, Kuwait counsel for the families of Kuwait citizens at Guantanamo Bay.	4. Principal Address of Foreign Principal PO Box 20941, Safat, Kuwait
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
n/a

b) Name and title of official with whom registrant deals
n/a

7. If the foreign principal is a foreign political party, state:

a) Principal address
n/a

b) Name and title of official with whom registrant deals n/a

c) Principal aim n/a

Formerly CRM-157

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The International Counsel Bureau serves as Kuwait Counsel for the families of Kuwait citizens at Guantanamo Bay in efforts to obtain due process for the Kuwait detainees in US custody at Guantanamo Bay.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The International Counsel Bureau serves as Kuwaiti counsel for the families of Kuwait citizens at Guantanamo Bay. We understand that the Government of Kuwait makes financial contributions for the legal fees and expenses of the International Counsel Bureau for the representation of the families of Kuwaiti citizens at Guantanamo Bay in efforts to obtain due process for the Kuwaiti detainees in US custody at Guantanamo Bay

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

We understand the International Counsel Bureau is owned and controlled by Abdul Rahman R. al Haroun.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 22, 2012	Christopher Cooper, managing partner	/s/ christopher cooper

eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Potomac Square Group

2. Registration No.

6096

3. Name of Foreign Principal

International Counsel Bureau, Kuwait counsel for the families of Kuwaiti citizens at Guantanamo Bay

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As described in the attached agreement, the registrant will serve as a strategic communications consultant to advise and assist the foreign principal in its objective of repatriation of the two remaining Kuwaiti detainees imprisoned in Guantanamo, and will undertake the activities described in the attached agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the attached agreement, the registrant will serve as a strategic communications consultant to advise and assist the foreign principal in its objective of repatriation of the two remaining Kuwaiti detainees imprisoned in Guantanamo, and will undertake the activities described in the attached agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

As described in the attached agreement, the registrant will serve as a strategic communications consultant to advise and assist the foreign principal in its objective of repatriation of the two remaining Kuwaiti detainees imprisoned in Guantanamo, and will undertake the activities described in the attached agreement.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 22, 2012	Christopher Cooper, managing partner	/s/ Christopher Cooper eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

International Counsel Bureau

Abdul Rahman R. Al-Haroun & Ghazi M. Al-Qahtani

Lawyers & Legal Consultants



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مكتب المستشار الدولي

عبد الرحمن راشد الهارون وغازي محمد القحطاني

محامون ومستشارون قانونيون

29th August 2012

Mr. Christopher Cooper
The Potomac Square Group
644 9th Street NE
Washington DC, 20002

RE: Engagement of Consultant by International Counsel Bureau

Dear Mr. Cooper:

This Letter of Engagement sets forth our agreement ("LoE" or this "Agreement") regarding engagement of The Potomac Square Group as a strategic communications consultant ("Consultant") by International Counsel Bureau, a Kuwaiti law firm ("ICB"), with each of Consultant and ICB being referred to from time to time as a "party" and collectively as "parties." Pursuant to the terms set forth below, Consultant shall advise and assist ICB in furtherance of its objective of repatriation of the two remaining Kuwaiti detainees imprisoned in Guantanamo (the "Detainees") to the custody of the State of Kuwait (the "Objective") by providing strategic counsel to ICB with respect to achievement of the Objective in the shortest practical timeframe within the terms of and as contemplated by this LoE.

I. Scope of Engagement ("SoE"):

- 1.1 Consultant agrees to make and use all reasonable endeavors to serve ICB as a strategic communications consultant with respect to achievement of the Objective.
- 1.2 Consultant acknowledges that: (a) ICB jointly represents the Detainees and the Family Committee of Kuwaiti Citizens Detained at Guantanamo Bay, Cuba (the "Family Committee"); (b) ICB is assisted in this endeavor by two special legal counsel (currently being Pillsbury Winthrop Shaw Pittman (David J. Cynamon), lead litigator, and Arnold & Porter (Ronald D. Lee and Ronald A. Schechter), strategic counsel and lead litigator regarding Freedom of Information Act proceedings); and (c) ICB is further assisted by The NewinCo, Inc. (Marcia B. Newell, "NewinCo"), who serves as the Engagement Program Manager ("EPM"). Because ICB deems the service and participation of these three advisors and Consultant (collectively, "Advisors") as being necessary for ICB to provide effective legal advice and representation to its clients, the parties confirm that it is their intention that communications between and amongst the Advisors, and the Advisors and ICB, and the Advisors and the Family Committee shall constitute attorney-client privileged communications and work product to the maximum extent appropriate under the circumstances, and Consultant agrees to make and use all reasonable endeavors to preserve the same.
- 1.3 Consultant further acknowledges that ICB has advised Consultant that the Government of Kuwait ("GoK") provides funding for the Advisors, supporting ICB's efforts to achieve the Objective. Accordingly, Consultant confirms its understanding that it shall address its invoices to ICB and submit the same to EPM, who will review and if in order recommend approval to ICB and the Chairman of the Family Committee, who then will review and on approval submit the same to GoK for review and payment. ICB agrees to make and use all reasonable endeavors to cause payment to be made by GoK as timely as possible under the circumstances; *provided*, that Consultant confirms its understanding and agreement that the GoK payment process is a tedious process requiring months and not weeks before payment is received by ICB, following which payment is made promptly by ICB to the Advisors.



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- 1.4 This Agreement includes ICB's LoE terms and conditions, attached as Annex A, which is incorporated by reference into this LoE and is an integral part of our understanding. In the unlikely event of conflict between the terms or provisions of Annex A and any other part of this Agreement, the parties agree that Annex A shall govern and prevail.
- 1.5 Consultant acknowledges and agrees that its services under this Agreement will occur entirely at the unclassified level and will not involve the solicitation, receipt, retention, or dissemination of classified U.S. government information. Consultant further agrees that, if it determines during the course of this Agreement that in its view, successful completion of the deliverables called for by this Agreement require classified U.S. government information, it will so notify ICB through EPM and will reach agreement with ICB on lawful and appropriate means of continuing the performance of this Agreement before Consultant solicits, receives, retains or disseminates classified U.S. government information.
2. Term and Termination. The term of this Agreement shall be month to month, terminable at will by either party on thirty (30) days prior notice. ICB reserves the right, in its sole discretion, to suspend all activity immediately.
3. Independent Contractor Status. It is understood that Consultant is an independent contractor and not an employee, agent, partner, spokesperson or representative of or for ICB, and Consultant shall not so hold itself out to the public as such, and nor will Consultant be entitled to any benefits from or taxes paid on its behalf by ICB. Accordingly, Consultant shall not have any authority, actual or apparent, to bind ICB unless expressly instructed by ICB or EPM.
4. Business of Independent Contractor. Consultant represents that it is not a signatory to any agreement that would preclude it from entering into this Agreement. Consultant further represents that it has not paid and will not pay any referral fee, finder's fee, gratuity or similar payment to any person or entity in connection with this Agreement or its receipt of payments under this Agreement. Subject to ensuring that there is no conflict of interest, Consultant may engage in any other business that it desires and is required only to devote the resources required to fulfill its SoE.
5. Compensation:
 - 5.1 Monthly Retainer/Fee. Consultant shall be paid in accordance with the SoE Budget referenced in Annex A, Paragraph 2 ("Budget"). Subject to Annex A, Paragraph 4, if either party terminates this Agreement, Consultant shall be paid its fee for the full month during which notice of termination has been received. Consultant agrees it will make no cash or other distributions of value to anyone with respect to this SoE except as may be provided from time to time in and permitted by the Budget referenced in Annex A, Paragraph 2.
 - 5.2 Expense Reimbursement. Consultant shall be reimbursed for reasonably related out-of-pocket costs that are reasonable in amount, such as travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, not to exceed \$500 per month without EPM's approval.
 - 5.3 Payment Terms. Each month's fee and any permitted expenses shall be invoiced and sent to EPM as of the last day of the month during which services were rendered and in a form acceptable to ICB.
6. Deliverables. The Consultant agrees to work at the direction of the EPM and will deliver the following items:

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- 6.1 Monthly scope of work/deliverables report to EPM by the first of each month related to the preceding month and contains all actions contemplated for the current month.
 - 6.2 Meetings with entities that may enable meeting the Objective.
 - 6.3 Advise EPM and relevant Advisors of any ongoing conversations, potential meetings and measures that should be taken based on the outcome of deliverables described in Section 6.1 and 6.2.
 - 6.4 Communicate to EPM in an efficient and timely manner any delays and reasons for delays relating to facilitation of meetings with the US Government.
 - 6.5 Properly brief all relevant Advisors before meeting with US Government.
 - 6.6 Prepare a weekly summary for EPM detailing relevant information.
 - 6.7 Participate in a weekly meeting with EPM detailing upcoming activities.
7. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York without regard to the conflict of law provisions thereof. Any dispute (contract and non-contract) relating to this Agreement shall be subject to Annex A, Paragraph 5, which the parties agree is the exclusive means of resolving disputes or disagreements between the parties (in a confidential proceeding) regarding the SoE and related relationship.
8. Legal Filings. It is understood that Consultant may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA") on behalf of ICB and the Family Committee and thereafter required to file reports required by FARA, detailing any lobbying activities that ICB may instruct be carried out on behalf of ICB and the Family Committee. It is further understood that Consultant will comply with all relevant statutes, regulations and ethics rules governing its activities on behalf of ICB and the Family Committee, including with the United States Congress and Federal Executive Branch departments and agencies. Finally, Consultant agrees that if any filings, FARA or otherwise, may be required of Consultant, then it shall do so only as necessary to comply, in which event, to the extent legally permissible, ICB shall be given notice, consulted in advance of disclosure as to the purpose and intended form of the disclosure, and given copies of the actual disclosure as soon as made or as soon thereafter as legally permitted.
9. Survival. Sections 1.2, 1.3, 1.4, 5, 7, this 9, 10, 12, 13, 14, 16 and Annex A shall survive the termination of this Agreement.
10. Waiver. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate, or be construed, as a waiver of any other covenant, obligation or breach hereof.
11. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
12. Entire Agreement. This Agreement (for avoidance of doubt, including Annex A) constitutes the entire understanding and agreement between the parties and supersedes all prior understandings and agreements regarding the SoE.
13. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions thereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

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14. Indemnification. Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates ("indemnitor or indemnifying party" and "indemnitee or indemnified party", respectively), from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorneys' fees, collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement, *provided* that indemnitor shall not be obligated to indemnify the indemnitee if the Claim results from negligence or willful misconduct or other breach of this Agreement by the indemnitee. The contractual obligations of the indemnitor of this Section 14 are in addition to any contractual or tortious liability that an indemnifying party may otherwise have and shall be binding upon and inure to the benefit of any direct and indirect successors, assigns, heirs and personal representatives of the indemnifying party.

15. Headings. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms of this Agreement.

16. Notices.

16.1 Whenever notices (excluding deliverables set out in Section 6 above) are required to be given under this Agreement, notices shall be written in English, delivered by hand, courier, or sent by Telefax (in which case such Telefax must be followed by registered mail, with evidence of receipt), and addressed as follows:

IN THE CASE OF CONSULTANT:

The Potomac Square Group, Attn: Mr. Christopher Cooper
644 9th Street NE, Washington DC 20002

IN THE CASE OF ICB:

International Counsel Bureau, Attn: Abdul Rahman Al-Haroun
Dasman Complex, Block No. 3 - 8th Floor, Al-Sharq, SAFAT 13070 Kuwait

Copy to: Marcia B. Newell, The NewinCo, Inc.

1901 Pennsylvania Avenue NW, Suite 902, Washington DC 20006.

16.2 The parties may change their addresses for notices by giving notice to the other party in accordance with this Section.

16.3 Notices (excluding deliverables set out in Section 6 above) shall be effective only upon receipt and deemed delivered at the time indicated on the receipt confirmation, *provided* this occurs on a working day when banks and securities markets are open in the jurisdiction where delivery takes place, and otherwise the next working day shall be deemed to be the effective date of delivery.

17. Definitions. As appropriate and applicable in the context, words denoting singular include the plural; use of words "include" and "including" shall be construed without limitation; and use of words "agreed", "approval", "consent", "directed", "instructed", "modification", "notice", "notify", "request", and the like shall be deemed to require a written document signed by the party against whom enforcement is sought or who seeks to fulfill a notice or modification requirement in order to have legal effect.

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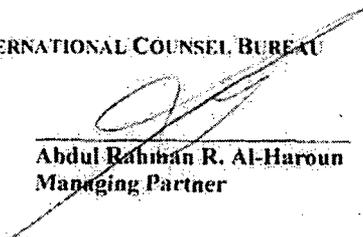


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Please confirm our understanding by countersigning below and return a signed copy of this Agreement to EPM's Washington, DC office.

INTERNATIONAL COUNSEL BUREAU

By:


**Abdul Bahihan R. Al-Haroun
Managing Partner**

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

THE POTOMAC SQUARE GROUP


**Name: Christopher Cooper
Title: Managing Partner**

ATTACHMENT: ANNEX A



~~CONFIDENTIAL INFORMATION~~
~~ATTORNEY CLIENT PRIVILEGE~~

ANNEX A
ICB LOE TERMS AND CONDITIONS

The terms and conditions of this Annex A are incorporated by reference into and are an integral part of our understanding confirmed by the Letter of Engagement ("LoE") to which this Annex A is attached (collectively, "this Agreement"). In the unlikely event of conflict between the terms or provisions of Annex A and the LoE, Annex A shall govern and prevail. This Agreement constitutes the entire understanding between ICB and the Consultant signing the LoE ("Consultant") with respect to the Scope of Engagement set forth in Section 1 of the LoE ("SoE") and supersedes any prior understandings (both written and oral) with respect to the subject matter that is the subject of the LoE.

1. Confidentiality

The Consultant confirms that all information relating to this engagement (including its existence and terms) is confidential information and shall not be disclosed except to members and employees of the Consultant who have (a) a "need-to-know" and (b) an employment, contractual or professional duty to keep it confidential to the same extent as if they were directly subject to this provision, *except* as required expressly for the Consultant to fulfill the SoE or disclosure is required by lawful process, and then only as necessary to comply, in which event, to the extent legally permissible, ICB shall be given notice, consulted in advance of disclosure as to the purpose and intended form of the disclosure, and given copies of the actual disclosure as soon as made or thereafter as legally permitted. For avoidance of doubt, the Consultant specifically confirms that it shall not make reference to this engagement, ICB or any of its affiliates with respect to any promotional materials, media or similar circumstances without ICB's prior written permission.

2. Fees and Expenses and Budgets

With respect to the assignment responsive to the SoE, the Consultant agrees that its fees and expenses for fulfillment of the SoE shall be those summarized in the LoE, subject to the terms and conditions of the SoE. Before proceeding with any assignment contemplated by the SoE, the Consultant shall submit to EPM for ICB's written approval (a) description of the Consultant's understanding of the particular assignment objective and scope of work that the Consultant proposes to undertake in fulfillment of the agreed objective; (b) a fixed fee or a not-to-exceed fee budget, as may be specified or appropriate under the circumstances ("Budget"); and (c) a time line setting forth the Consultant's proposed work plan by which it intends to achieve the particular SoE Objective within the agreed Budget. Additionally, the Consultant shall be reimbursed for reasonably related out-of-pocket costs, which must be reasonable in amount, as provided for in Section 5.3 of the LoE. For this LoE, the Consultant's compensation terms shall be that set forth in Section 5 of the LoE and in the amount provided in the Budget.

3. Return of the Files on Engagement Completion

In working on this engagement, the Consultant undertakes to preserve communications and documents in either hardcopy or electronic form, depending on the circumstances. If ICB does not request the return of such documents at the conclusion of this engagement, the Consultant agrees to maintain such documents for a period of six (6) years, after which it may dispose of them in a manner that preserves confidentiality. Prior to disposal, the Consultant agrees to advise ICB in writing of its intent to do so and give ICB an opportunity to request return, save to the extent that return involves destruction of hard drive records or is otherwise impracticable to remove from the Consultant's computer records. If return is requested, ICB agrees to pay for the reasonable and necessary time and disbursement/expenses related to identification, review and return of the requested documents. At the

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A handwritten signature in black ink, appearing to be 'ARH', enclosed within a circular scribble.



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Consultant's expense, it may make and keep a copy of any documents or other property being returned (for avoidance of doubt, on a confidential basis).

4. Termination

For avoidance of doubt, ICB may terminate the Consultant's representation at any time, with or without cause, by providing notice, and in the case of no cause the Consultant shall be entitled to receive its monthly fees authorized in accordance with Section 5.1 of the LoE and this Annex A, Paragraph 2, up to and including the month in which the Consultant's representation is terminated. Upon termination, all of ICB's documents and any other property are to be returned promptly upon receipt of a written request to that effect. Termination of this engagement by the Consultant for cause or ICB for no cause will not affect ICB's responsibility for payment of expenses incurred in furtherance of the engagement as of the date of such termination. At the Consultant's expense, it may retain a copy of all documents involving this engagement (for avoidance of doubt, on a confidential basis).

6. Problem Avoidance

Although we do not expect dispute to arise, in the unlikely event a dispute (contract or non-contract) is not readily resolved, then resolution shall be by a face-to-face meeting between ICB's Managing Partner (or his designated representative, who shall have been delegated to authority to settle the dispute to the same extent as if ICB's Managing Partner was in attendance) and the Consultant's CEO (regardless of nomenclature). The meeting shall be in London unless agreed otherwise. In the highly unlikely event that the meeting and any agreed follow-up does not resolve the matter, unresolved disputes shall be settled by binding arbitration under the commercial arbitration rules of the I.C.I.A. (London Court of International Arbitration) by one arbitrator appointed in accordance with such rules, whose decision shall be final and binding (save in the case of manifest error, conflict of interest or fraud to the extent permitted by applicable law) and may be enforced in any court of competent jurisdiction by the prevailing party. The governing law shall be New York law, and the arbitration shall be held in London unless agreed otherwise. The arbitrator shall order that costs of arbitration (including fees and other related expenses) and reasonable attorneys' fees and related expenses be borne by the losing party.

Both ICB and the Consultant agree to participate fully in the above dispute resolution process, agreed to be the exclusive method of resolving any disputes between us relating to this Agreement (contract and non-contract). Finally, we agree that all information (including facts, substance, result and even existences of such arbitration) shall remain confidential and not be disclosed, except to the extent permitted by this Annex A, Paragraph 1 above, or necessary to enforce an arbitration award.

6. Conflict of Interest - Waivers

The Consultant confirms it has made an investigation and represents and warrants that it is free of conflicts of interest with respect to ICB, the Detainees and their families, and the State of Kuwait. For avoidance of doubt, ICB does not agree to consent in advance to waivers of potential conflicts of interest. If a conflict or a potential conflict should arise, the Consultant's CEO shall give ICB specifics in writing and, if acceptable, a written consent will be issued by ICB.

7. Contact Persons

Unless otherwise agreed, ICB's contact authorized to instruct Consultant is Marcia B. Newell (The NewInCo, Inc.). ICB is to be copied on all correspondence by Consultant related to the Sof.

ARH