

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 Patton Boggs LLP	2. Registration No. 2165
3. Name of Foreign Principal The Kurdistan Regional Government	4. Principal Address of Foreign Principal 1) Erbil, Iraq; and 2) 1532 16th Street, NW Washington, DC 20036
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant The Department of Foreign Relations b) Name and title of official with whom registrant deals H.E. Mr. Falah Bakir, head of the Department of Foreign Relations	
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 c) Principal aim	

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.

N/A

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.)*

N/A

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.

N/A

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
March 31, 2014		/s/ Edward J. Newberry, Managing Pa 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

Patton Boggs LLP

2. Registration No.

2165

3. Name of Foreign Principal

The Kurdistan Regional Government (KRG)

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.

Registrant proposes to assist the Foreign Principal in relation to determinations made under the Immigration and Nationality Act, 8 U.S.C. 1182, section 212(a)(3)(B)(vi)(III).

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

Registrant proposes to assist the Foreign Principal in relation to determinations made under the Immigration and Nationality Act, 8 U.S.C. 1182, section 212(a)(3)(B)(vi)(III). Such advice may include analyzing the applicable laws and making contact with Members of the Executive and Legislative Branches of the U.S. Government.

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.

Some of the Registrant's activities may include advising the foreign principal in relation to determinations made under the Immigration and Nationality Act, 8 U.S.C. 1182, section 212(a)(3)(B)(vi)(III), and making contact with Members of the Executive and Legislative Branches of the U.S. Government.

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
March 31, 2014		/s/ Edward J. Newberry, Managing Pa 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.

PATTON BOGGS LLP

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September 9, 2013

David M. Tafuri
202-457-6471
dtafuri@pattonboggs.com

H.E. Mr. Falah Bakir
Head of the Department of Foreign Relations
The Kurdistan Regional Government (KRG)
Erbil, Iraq

Karwan Zebari
Director, Congressional & Academic Affairs
The Kurdistan Regional Government (KRG)
1532 16th Street, NW
Washington, DC 20036

Re: Engagement of Patton Boggs LLP

Messrs. Zebari and Bakir:

Thank you for retaining Patton Boggs LLP to represent the Kurdistan Regional Government ("KRG") in connection with analyzing the law relating to Tier III consideration under US law and to research and draft a legal brief regarding the same. We look forward to working with you on this engagement.

To ensure that the Kurdistan Regional Government and we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, I have enclosed a statement describing the standard terms of engagement for legal services to be provided by Patton Boggs LLP. The terms of engagement cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review the document carefully to ensure that it comports with your understanding. This letter supplements and modifies the enclosed terms of engagement.

I will be primarily responsible for the work done on behalf of client and will supervise the lawyers and other professionals who may work on this project. I anticipate that associates, staff attorneys, legal assistants, specialists and/or in-house consultants will assist in the matter.

As explained more fully in the terms of engagement, we will determine our legal fees based on our standard hourly billing rates in effect when the work is performed and the number of hours



September 9, 2013

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worked by each attorney. To keep fees down we will provide a special 10% discount across the board on all billable hourly rates. Generally, our billing rates for Partners range from \$440 to \$995, for Associates from \$270 to \$595, and for Legal Assistants from \$100 to \$295. This range varies, slightly, based on geographic location. The billing rates of certain lawyers with special expertise or extensive experience may be outside these ranges. My time is billed at \$610 per hour. If you would like to know the hourly billing rates of other billers most likely to work on a particular project, please call me. Generally, we adjust our billing rates at least once annually, typically in October. In addition to our fees for legal services, we also charge separately for certain costs and expenses as described in the enclosed statement.

The work on analyzing Tier III and drafting a legal brief we will not exceed \$25,000 USD. If subsequent phases are required, including to perform advocacy, we will provide a budget and estimated fees and costs.

If you agree with these terms and conditions, including those set forth in the standard terms of engagement, no further action is required. If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our commencing work on your behalf.

These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions.

We look forward to working with the Kurdistan Regional Government to achieve a successful result.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Pafuri", written over a horizontal line.

David M. Pafuri
for PATTON BOGGS LLP

PATTON BOGGS LLP

Standard Terms of Engagement for Legal Services

We appreciate your selection of our Firm to represent you. The purpose of this statement is to provide you with important information about the scope of this engagement, our fees and billing policies, and other terms that will govern our relationship. While we do not wish to begin this relationship on an unduly formal footing, it has been our experience that this statement is helpful to both the client and the Firm.

Unless modified by the engagement letter forwarded along with this enclosure, this statement sets forth the standard terms of our engagement as your lawyers. We therefore ask that you carefully review it, and advise you to consult with your in-house counsel or other independent counsel regarding the terms set forth herein before we commence our work for you, to ensure that it comports with your understanding of our respective responsibilities. If you have any questions concerning the matters discussed below, please contact us promptly and before we commence work so that we may address them with you. We suggest that you retain a copy of this statement with your copy of the accompanying engagement letter, as these terms will be an integral part of our agreement with you.

The Scope of Our Engagement

The accompanying engagement letter describes the work we are to perform on your behalf. We want you to have a clear understanding of the legal services we will provide, and encourage you to review the letter and to discuss with us any questions you may have concerning these services. If at any time you believe it is desirable to supplement or amend the scope of work described in our engagement letter, please let us know.

We will at all times act on your behalf to the best of our ability. During the course of our representation, you may seek our professional opinion regarding the likely outcome of your legal matters. Any expressions (solicited or otherwise) on our part concerning such possible outcomes are expressions of our best professional judgment, but are not guarantees.

Before we begin representing a particular client, we try to determine whether there are any conflicts of interest that would interfere with our representation of that client's interests. Should

we determine in the course of our representation that such a conflict has arisen, we will promptly notify you. We similarly ask you to notify us if you become aware of any potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

It is our policy that we represent only the person or entity that is specifically identified in our accompanying engagement letter and not any affiliates of that person or entity. This means that if you are a corporation or partnership, or governmental agency or department, our engagement does not include representation of any parents, subsidiaries or affiliates, or other agencies or departments. Nor does it include representation of any employees, officers, directors, shareholders, members or managers of the corporation or partners of the partnership, or agency or department, or commonly owned corporations, joint ventures or other corporate, governmental or contractual affiliates or partnerships. If you are an association or coalition, our representation does not include representation of any of your individual members.

Accordingly, for conflict of interest purposes, by accepting the enclosed engagement letter, you are agreeing that we may represent another client with interests adverse to any such affiliate or related person or entity without obtaining your further consent. Whether we will do so will depend on several factors, including the jurisdiction in which the representation will be undertaken and whether (i) the adverse matter is the same as, or substantially related to, the matter on which the Firm is representing you; (ii) there is a risk of adverse use or unauthorized disclosure of confidences or secrets obtained during our representation of you; (iii) the representation likely will have a material adverse effect on your financial condition; or (iv) the other client would be adverse to a person or entity which is your "alter ego."

We also wish to emphasize that Patton Boggs LLP provides a wide array of legal services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in our accompanying engagement letter, we ask each of our clients to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked

to undertake on their behalf. Your waiver will permit us to represent another client in advocating a change in law or policy in areas such as environmental or business regulation, international trade, health care, or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

It is also possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter (such as litigation, a disputed proceeding, transactional work or an intellectual property matter) that is not substantially related to our work for you, even if the interests of such clients in those matters are directly adverse to yours. We agree, however, that your prospective consent to conflicting representation shall not apply in any matter that is substantially related to the subject matter of our representation of you. We will treat matters as "substantially related" (and therefore not subject to your prospective consent) if they involve the same transaction or legal dispute in which we were engaged on your behalf, or if there is a substantial risk that we have obtained from you any sensitive, proprietary or other confidential information of a non-public nature that, if known to the other client, could be used by such client to the material disadvantage of your interests in the other matter. In all cases, we will exercise our best professional judgment and due diligence to ensure that the confidentiality of all non-public information that you provide us is protected and that any new representation will not impair our ability to represent you zealously in the matters in which we are engaged on your behalf.

Your acceptance of the attached engagement letter will constitute your agreement to the waivers requested in this section. (We recognize that, in certain jurisdictions, governmental agencies, unlike private parties, may not consent to adverse representation by its counsel even in unrelated matters.)

It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform. Although in many cases there will be an event or a communication that clearly signifies the termination (or non-termination) of a matter, in the absence of any such clear indicia we will deem a matter to be terminated if we have not provided any professional services relating to the matter for a six-month period. We hope, of course, that you will choose to retain our Firm to perform further or additional services. Should you do so,

our attorney-client relationship will be re-established subject to these terms of engagement, as they may be supplemented at that time.

Who Will Provide the Legal Services

Your representation will be supervised by the principal attorney specified in the accompanying engagement letter. Subject to the principal attorney's supervision, other lawyers, in-house specialists and consultants and/or legal assistants (paralegals) in the Firm may perform services on your behalf. The staffing decisions are made by the principal attorney with the objective of rendering timely and cost-effective services to you. Whenever practicable, we will advise you of the names of those attorneys, in-house specialists and consultants and legal assistants who work on your matters.

How Fees Will Be Set

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the codes of professional responsibility for the jurisdictions in which we practice. Fees will be based primarily on our standard hourly billing rates in effect at the time the work is performed and the numbers of hours worked. Each attorney, legal assistant (paralegal), law clerk, and in-house specialist and consultant is assigned a standard hourly billing rate, based on the person's experience, years of practice, special expertise, and professional achievement. The accompanying engagement letter details the current billing rates of the persons most likely to perform the primary services on your behalf. The Firm typically adjusts these rates on at least an annual basis to reflect current levels of legal experience, changes in overhead costs and other factors.

Time for which a client will be charged will include, among other things, telephone and office conferences with the client, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigations; legal research; preparation of responses to clients' requests for us to provide information to their auditors; drafting of letters, pleadings, briefs, memoranda and other documents; travel time; and time in depositions, other discovery proceedings and in court. We charge our time in units of one quarter of an hour.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish an estimate based upon

our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. All estimates are subject to unforeseen circumstances and are by their nature inexact.

Unless otherwise agreed in writing in advance, the obligation to make timely payment of our fees and expenses is not contingent on the outcome of the representation.

Costs and Expenses

In addition to our fees for legal services, we also charge separately for certain costs and expenses incurred in performing those services. These expenses may include costs of photocopying, messenger and delivery service, computerized research, travel, long-distance telephone calls, telecopying, filing fees, staff overtime expenses and other similar costs and expenses. Certain of these items may be charged at more than our direct cost, including retaining rebates from service providers, to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of experts and consultants will be the responsibility of, and will be billed directly to, the client.

Our policy requires other out-of-pocket charges in the amount of \$1,000 or more to be billed and paid by you to the Firm before the supplier can be paid. Because our ability to render legal services on your behalf is often dependent upon the services of these suppliers, prompt payment of these invoices is particularly important. When we are asked to undertake matters that will involve significant out-of-pocket expenses, we will ask you to provide us, in advance, with funds to cover the anticipated expenses.

We reserve the right to make at your expense and retain copies of all documents or electronic records generated or received by us in the course of our representation. When you request documents or electronic records from us, or if we receive from a government agency or a third party a summons or subpoena requiring us to provide documents, electronic records or testimony relating to work we performed for you, the time spent in complying with any such request, summons or subpoena will be billed to you at our standard hourly rates, along with the costs of any out-of-pocket expenses we incur.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, ordinarily each month, for both fees and costs and expenses. We generally send our statements in the month following the month to which the bill relates. If you would like us to bill you more frequently, please let us know. Our statements are payable upon presentation. If any monthly statement is not paid in full within thirty days of its date, then we may assess a late charge on the unpaid balance at the rate of 1.0% per month until full payment is made.

It is our general policy to ask for an advance payment (which we sometimes refer to as a retainer or a deposit) against which we will charge our fees and expenses. Such advance payments are not refundable unless mutually agreed otherwise by you and the firm. Agreed upon amounts for monthly representation or for specific assignments are not considered "advance payments."

We will notify you promptly if your account becomes delinquent, and you agree to bring the account or the advance deposit current when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account. If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. It is our general policy not to retain copies of files or other records relating to an engagement for more than seven years after completion of the services you have asked us to perform. Thereafter, unless the client tells us otherwise, we reserve the right to destroy those files at our discretion without further notice but shall not be obligated to do so. If you want us to keep files for a longer period of time, destroy them sooner, or return them to you, please tell us

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation of or failure to disclose material facts, action contrary to our advice, conflict of interest with another client or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your acceptance of the engagement letter accompanying this statement constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances so long as we have complied with the applicable rules for withdrawal in that jurisdiction.

Termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter.

Insurance Coverage

It is possible that you may have insurance policies relating to a matter with respect to which you request our assistance. You should carefully check all policies and, if coverage may be available, notify the insurance company about the matters as soon as possible. We do not undertake any responsibility to advise you as to the existence, applicability or availability of insurance coverage for any of the matters to be handled by us unless you have provided us with copies of your policies of insurance and expressly request our advice as to potential coverage under those policies. If an insurance company undertakes the payment of any portion of our statements, you will still remain responsible for any amounts not paid by the insurance company.

Disputes

It is always our goal to provide our clients with sound advice and excellent service. If any issues arise between you and the Firm that are not resolved through discussions with the attorneys who are handling your matter, please contact our Firm's Managing Partner or our General Counsel and they will make every effort to address your concerns. If we are unable to resolve the matter through mutual discussions, we will explore with you whether the matter might be resolved through mediation or another form of alternative dispute resolution.

In jurisdictions which have specific arbitration procedures or tribunals that relate solely to disputes concerning the reasonableness of legal fees, the client may elect to invoke those procedures and/or bring the matter before that tribunal.

In the event that any disputes relating to our services (including but not limited to any claims relating to reasonableness of fees, professional negligence or malpractice) are not resolved through any of the foregoing mechanisms, your acceptance of this engagement letter shall constitute your agreement to be subject to the jurisdiction of the courts of the jurisdiction of the Firm office that performed the substantial portion of the relevant services, which shall be the exclusive forum for resolving any such disputes unless the Firm has otherwise consented in writing. Interpretation and enforceability of the accompanying engagement letter and these Standard Terms of Engagement shall be governed by the law of the District of Columbia (exclusive of its choice of law rules), and the standard of care owed by the Firm shall be governed by the law of the jurisdiction of the Firm office where the substantial portion of the services were performed (exclusive of its choice of law rules). The agreements in this paragraph are intended to provide both the Firm and its clients with uniformity and certainty regarding the governing law and dispute resolution process, notwithstanding any inconvenience or added expense resulting from the choice of forum.