

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. 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. 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.

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, Criminal 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  Global USA, Inc.	2. Registration No.  5292
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3. Name of Foreign Principal  
  
Telecommunications Regulatory Authority of the United Arab Emirates

Check Appropriate Boxes:

- 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.

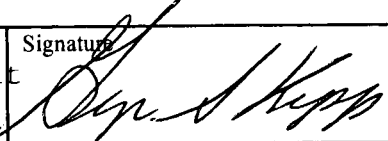
Strategic advising, support, information and analysis concerning telecommunications issues.

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

Advise client regarding U.S. trade and regulatory matters concerning telecommunications in conjunction with the negotiations of the US/UAE Free Trade 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.

Date of Exhibit B 3/23/06	Name and Title George Kopp, Sr. Vice President and General Counsel	Signature 
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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.

# GLOBAL USA, INC.

## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into by and between The Telecommunications Regulatory Authority of the UAE (hereinafter "TRA") and Global USA, Inc., a Delaware corporation (hereafter "Global"), and shall become effective on March 1, 2005 (the "Effective Date").

**WHEREAS**, the TRA desires to procure certain consulting services from Global relating to the upcoming Free Trade Agreement (FTA) negotiations between the UAE and the USA, and Global is willing to provide such services.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### ARTICLE 1

#### GLOBAL'S SERVICES

**1.1. Services to be Provided.** Global hereby agrees to provide the consulting services specified in this Section 1.1, which shall consist of the following:

- (a) Provide guidance, advice and strategy concerning the telecommunications issues that will be discussed during the FTA negotiations, and participate in any aspect of those negotiations as directed by the TRA.
- (b) Provide support to the TRA in Washington, DC to insure there is an effective channel of communications between the TRA and the US Government, to include USTR, other administration agencies and departments and the Congress, as necessary. Such support might be solicited by the TRA in any form including but not limited to the physical attendance of Global in any meeting, the follow up reporting and any other form or needed form of recommendations.
- (c) Provide information and analysis to the TRA on international regulatory activities and provisions and best practices of other international trade agreements that could benefit or impact the TRA's interests during the FTA negotiation process.
- (d) Provide support to the TRA in building relationships with significant United States policy makers and regulatory and political officials, as appropriate.

(e) David Fine as senior executive for Global will manage and participate in all phases of this project. If needed, other senior partners from Global will support the TRA under the terms of this Agreement.

(f) Global shall adhere to the action plan, deadlines, accomplishments, timeframes, deliverables and inquiries set by the sole discretion of the TRA.

## ARTICLE 2

### PAYMENT TERMS

2.1. **Internal Services Compensation.** In consideration of Global's agreement to provide the Services, from the Effective Date the TRA shall pay to Global a monthly fee of Twenty Thousand United States Dollars (US\$20,000) without any deduction or withholding, paid by wire to a United States bank designated by Global. Ordinary expenses incurred by Global on the TRA's behalf, such as facsimile, telephone, reproduction, Washington metropolitan area travel and other out-of-pocket expenses shall be borne by Global. Other expenses, such as overseas travel, lodging, dinners, receptions, conferences and other non-recurring expenses shall be reimbursed, but undertaken only after consultation with and prior approval by the TRA

2.3. **Invoicing.** Global will invoice the TRA on a monthly basis on the last day of each month. All invoices shall be due and payable by the TRA within thirty (30) calendar days after receipt.

2.4. **Payment Adjustment.** For any month during the term of this contract, either party can propose an adjustment upward or downward of the monthly compensation if that party believes that the work performed by Global for that month was of a substantially greater or lesser amount than would be expected under the contract. In no event, however, will the monthly-adjusted amount agreed upon by the parties exceed Twenty-Five Thousand Dollars (US\$ 25,000), or be less than Ten Thousand Dollars (US\$ 10,000) and shall only be applicable upon mutual written approval.

## ARTICLE 3

### TERM

3.1. **Term.** This Agreement shall be for the period beginning on the Effective Date and shall remain in effect until the conclusion of the second round of USA/UAE FTA negotiations unless otherwise agreed by the parties.

## ARTICLE 4

### INTELLECTUAL PROPERTY & OWNERSHIP

#### **4.1. Confidential Information.**

(a) As used herein, "Confidential Information" shall mean any and all business or technical information, including third party information, furnished or disclosed, in whatever tangible form or medium, by one party to the other including, but not limited to, strategy plans, meeting notes, financing plans, marketing plans, financial data, personnel information, product/service specifications, prototypes, computer programs, models, drawings, and acquisition plans, which is marked as "confidential", or such oral information which is designated as "confidential" in a writing delivered to the receiving party within 7 days after oral disclosure.

(b) Each party (i) will use Confidential Information of the other party solely in connection with the purposes of this Agreement; (ii) will not use or disclose, directly or indirectly, any Confidential Information of the other party except as expressly authorized by the other party; and (iii) will refrain from taking any actions which would constitute or facilitate the unauthorized use or disclosure of Confidential Information by any person.

(c) The obligations imposed by this Section 4.1 shall not apply to any information that: (i) was already in the possession of, known to, or independently developed by the receiving party prior to the date of this Agreement; or (ii) is or becomes publicly available through no fault of the receiving party; or (iii) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (iv) is disclosed without restriction by the disclosing party; or (v) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of law but in such event, only to the extent of such required disclosure.

(d) Each party's obligations under this Section 4.1 shall survive termination of this Agreement for a period of two years.

**4.2. Non-Disclosure Agreements.** Global shall agree to execute any non-disclosure agreement or make any non-disclosure commitment required by the TRA or the USTR in order to have access to FTA documents to fully participate in the negotiation process in support of the TRA.

**4.3.** In no event may Global own, develop, recreate, share, reproduce or disclose any confidential information gained while working for the TRA without the prior written consent of the TRA. This term shall survive the termination of this Agreement for a period of two years of the Agreement expiry or the whole project expiry between the TRA and FTA, whichever period is later,

## ARTICLE 5

### MISCELLANEOUS PROVISIONS

**5.1. Independent Contractor Status.** It is agreed that Global is an independent contractor of the TRA, without the power to bind, act for, or obligate the TRA expressly, implicitly, or in any manner unless TRA provides otherwise in writing and shall not hold itself out as an agent of the TRA.

**5.2. Compliance With Laws.** Global shall comply with and do all things necessary for the TRA to comply with United States laws and regulations and express policies of the United States Government. No part of any compensation or fee paid by the TRA will be used to confer any benefit to an official of any government or any political party.

**5.3 Severability of Provisions.** Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

**5.4. Amendments.** This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the parties unless such is acquired upon mutual written consent.

**5.5. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute the same instrument.

**5.6. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United Arab Emirates, without regard to the principles of conflict of laws.

**5.7. Binding Effect.** This Agreement shall be binding upon execution, and shall inure solely to the benefit of the parties, their successors and assigns and shall not be assignable without the prior written consent of the other party.

**5.8. Entire Agreement.** Except as otherwise expressly set forth in this Agreement, this Agreement embodies the complete agreement and understanding among the parties to this Agreement with respect to the subject matter of this Agreement and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter of this Agreement in any way.

**5.9.** Global shall be upon this Agreement expiry or early termination or termination

committed to remit all the documents relevant, imputed, attributed or inferred to this Agreement and whether it was originated by the TRA and/or FTA and/or any other person. The TRA is entitled and upon sole discretion to request the retrieval of any documents without any objection of Global.

**5.10 Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or received by confirmed facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follow:

**If to the TRA:**

Mohamed Al Ghanim  
Director General  
PO Box 26662  
Abu Dhabi  
United Arab Emirates

Phone: 971 2 621 2222  
Fax: 971 2 621 2227

**If to Global:**

Global USA, Inc.  
2121 K Street, N.W.  
Suite 650  
Washington, DC 20037  
USA

Ph: 1 202 296 2400  
Fax: 1 202 296 2409

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

**GLOBAL USA, INC.**

Date 23/3/2005

By David C Fine

David C. Fine, Executive Vice President

**TELECOMMUNICATIONS REGULATORY AUTHORITY**

Date 23/3/2005

By Mohamed Al Ghanim, Director General



# GLOBAL USA, INC.

## CONSULTING AGREEMENT AMENDMENT

The Consulting Agreement ("Agreement") made and entered into by and between The Telecommunications Regulatory Authority of the UAE (hereinafter "TRA") and GLOBAL USA, Inc., a Delaware corporation (hereafter "Global"), and effective on March 1, 2005 (the "Effective Date"), is amended as follows:

### ARTICLE 1

#### GLOBAL'S SERVICES

- 1.1 **Services to be Provided.** Global hereby agrees to provide the additional consulting services specified in this Section 1.1, which shall consist of the following:
- (a) Provide a draft Telecommunications Chapter for the proposed Free Trade Agreement (FTA) between the UAE and Australia, together with any necessary Annexes relating to other Chapters of the proposed Australian FTA relating to telecom issues.

### ARTICLE 2

#### PAYMENT TERMS

- 2.1 **Compensation.** In consideration of Global's agreement to provide the additional Services, the TRA shall pay to Global a fee of Ten Thousand United States Dollars (US \$10,000) without deduction or withholding, paid by wire to a United States bank designated by Global.
- 2.3 **Invoicing.** Global will invoice the TRA after the submission of the document. All invoices shall be due and payable by the TRA within thirty (30) calendar days after receipt.



ARTICLE 3

MISCELLANEOUS PROVISIONS

- 3.1 Provisions of Main Agreement. All provisions of the underlying agreement relating to Article 4 (Intellectual Property) and Article 5 (Miscellaneous Provisions) are hereby incorporated into this Amendment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the date stated.

GLOBAL USA, INC.

Date 27/4/2005

By David C Fine  
David C. Fine, Executive Vice President

TELECOMMUNICATIONS REGULATORY AUTHORITY

Date 28/4/2005

By Mohamed Al Ghanim  
Mohamed Al Ghanim, Director General

