

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Winner & Associates, LLC 16501 Ventura Blvd., Suite #605 Encino, CA 91436		2. Registration No. 5544
3. Name of foreign principal ImageSat International, N.V.	4. Principal address of foreign principal 7 Ayias Phylaxeos P.O. Box 56773 Limassol CY-305, Cyprus	
5. Indicate whether your foreign principal is one of the following:		
<input type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input checked="" type="checkbox"/> 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 type="checkbox"/> Association		<input checked="" type="checkbox"/> Other (specify) <u>N.V. (Dutch for "Limited"</u>
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant.		Not Applicable
b) Name and title of official with whom registrant deals.		Not Applicable
7. If the foreign principal is a foreign political party, state:		
a) Principal address.		Not Applicable
b) Name and title of official with whom registrant deals.		Not Applicable
c) Principal aim		

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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

ImageSat International owns and operates high resolution photo-imaging satellites.

b) Is this foreign principal

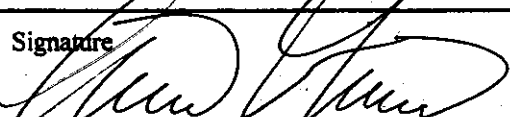
Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

ImageSat International has several shareholders. The largest shareholder in the company is Israel Aircraft Industries, Ltd., which is based in Israel. Because IAI, ImageSat and other shareholders of the company are based outside of the U.S. and organized under the laws of other jurisdictions, ImageSat International is a foreign principal under the Act and is supervised, owned, directed, controlled and financed by foreign principals.

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.

NOT APPLICABLE

Date of Exhibit A March 7, 2003	Name and Title Charles Winner Chairman & CEO	Signature 
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**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.

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1. Name of Registrant  Winner & Associates, LLC	2. Registration No.  5544
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3. Name of Foreign Principal  ImageSat International, N.V.
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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.

Winner & Associates will research, prepare and present to ImageSat International a detailed strategic communications plan.

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

See attached written agreement between Winner & Associates and ImagSat International.

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.

NOT APPLICABLE

Date of Exhibit B 3/7/03	Name and Title Charles Winner Chairman & CEO	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 interests, policies, or relations of a government of a foreign country or a foreign political party.

**ImageSat  
International**



ImageSat International N.V. 7 Ayias Phylaxeos St. Limassol 3025 Cyprus  
Tel: 357-25-853-700 Fax: 357-25-853-701

ImageSat Israel, Ltd. 2 Kaufman St. 17th Floor Tel Aviv 61500 Israel  
Tel: 972-3-796-0600 Fax: 972-3-516-3430

information@imagesatintl.com www.imagesatintl.com

January 21, 2003

Upon your acceptance of the terms and conditions set forth below, this shall serve as a Letter of Agreement between ImageSat International N.V. (hereinafter referred to as the "Client"), and Winner & Associates, LLC. (hereinafter referred to as the "Firm").

The Client hereby retains the Firm to provide marketing and strategic communications services, pursuant to the following terms and conditions:

1. The term of this Agreement shall be deemed to have commenced on January 10, 2003 and shall terminate on February 28, 2003.
2. This Agreement is for services to be provided during Phase I of a potential two-phase communications campaign. During this Phase I, the Firm shall research, prepare and present to the Client an initial detailed communications plan. Based on feedback from the Client, the Firm shall prepare a revised, finalized communications plan. The plan shall include a situation analysis of the company's current position, as well as providing strategies, options and cost and benefit assessments and recommendations of potential communications activities. The Firm shall be advising and consulting with respect to the following potential activities may include:
  - 1) Increasing awareness of ImageSat International in the U.S.
  - 2) Anticipating and advising with respect to regulatory process for high resolution satellites
  - 3) Identifying and expanding into critical U.S. government markets
  - 4) Identifying and expanding into critical International markets

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*[Handwritten signature]* *ORA*



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- 5) Coordinating new strategic alliances for maximum U.S. influence
- 6) Leveraging the current Partner/Shareholder base to build ImageSat
- 7) Building a diversified Board to lead ImageSat into the future
- 8) Defining the long-term business and political needs for ImageSat in the U.S.
- 9) Identifying key resources for ImageSat politically; and,
- 10) Understanding the interrelationships between the political and IPO processes.

Upon presentation of the strategic communications plan, should the Client wish to proceed with implementing the plan, the Firm and the Client would enter into a second Letter of Agreement for Phase II of the communications campaign.

3. In consideration for the services provided under this Agreement, the Firm shall bill the Client, and the Client shall pay the Firm a flat fee of \$25,000 ~~after the completion of the effort and Client's approval of the deliverables.~~
4. The Client shall reimburse the Firm for all reasonable costs and expenses incurred on the Client's behalf in connection with services to be provided hereunder. The Client shall make such reimbursement payments within 30 days of receipt of the Firm's expense statements. It is understood and agreed that the Firm shall receive the Client's advance approval for any expenses in excess of \$500.
5. All information, reports and other data resulting from this Agreement shall be the sole property of the Client, and the Client shall have the right to use such materials for any purpose whatsoever. The Firm may retain for its own use and exhibition limited copies of any such non-confidential materials.
6. The deliverables shall include:
  - 1) Final report plus revisions
  - 2) Meetings at the Firm's premises
  - 3) Complete Phase 1 plan no later than February 28<sup>th</sup>, 2003

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Pursuant to the following fee schedule: \$15,000 shall be due and payable upon the signing of this agreement; and, \$10,000 shall be due and payable upon completion of this Phase I, including providing the Client with the deliverables set forth in this Agreement.




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 Tel: 972-3-796-0600 Fax: 972-3-516-3430  
 information@imagesatintl.com www.imagesatintl.com

7. The Client agrees to indemnify and hold the Firm harmless from and against any and all losses, claims (including negligence claims), damages, expenses or liabilities, including the cost of litigation and attorneys' fees, incurred as a result of any public release, statement or information provided or approved by the Client and released by the Firm. This Paragraph shall continue and shall survive the prior termination of this Agreement.

Please indicate your acceptance and approval in the space provided below.

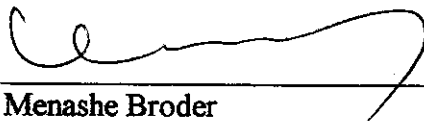
Accepted and Agreed to  
 this \_\_\_ day of January, 2003

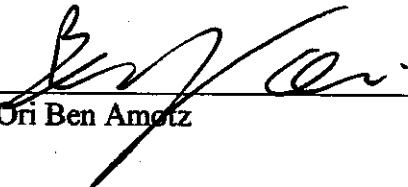
WINNER & ASSOCIATES, LLC

By:   
 Zachary Winner  
 Vice-President and General Council

Accepted and Agreed to  
 this 13 day of January, 2003

IMAGESAT INTERNATIONAL N.V.

By:   
 Menashe Broder

By:   
 Ori Ben Amotz

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