

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 .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 TD International, LLC 818 18th Street, NW, #900, Washington, DC 20006	2. Registration No. 5775
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3. Name of foreign principal Dominique Strauss-Kahn	4. Principal address of foreign principal International Monetary Fund 700 19th Street, NW Washington, D.C. 20431
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality French

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REGISTRATION UNIT

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

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

- a) Principal address.
- 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

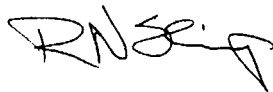
Currently Managing Director of the International Monetary Fund, Mr. Strauss-Kahn is a former French government minister, French Presidential Candidate and senior member of the French Socialist Party (PS).

b) Is this foreign principal

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

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.

Date of Exhibit A	Name and Title	Signature
21 January 2008	Ronald Slimp, Member of the Board of Managers	

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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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 TD International, LLC	2. Registration No. 5775
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3. Name of Foreign Principal Dominique Strauss-Kahn
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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.

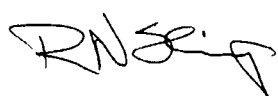
The registrant will perform the services on a rolling basis and will report progress and discuss objectives with Mr. Strauss-Kahn on a rolling basis. When necessary, the registrant will make a written report of progress or will forward reports, articles or other such materials as may be relevant.

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

TDI serves as the US-based communications resource for Dominique Strauss-Kahn, former French government minister, former French presidential candidate and currently the Managing Director of the International Monetary Fund (IMF).

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 21 January 2008	Name and Title Ronald Slimp, Member of the Board of Managers	
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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.

CONTRACT FOR TECHNICAL AND CONSULTING SERVICES

This Contract for Technical and Consulting Services ("Contract") made as of this 16th day of July 2007, between Dominique Strauss-Kahn ("Client") and TD International LLC, 818 Eighteenth Street NW, Suite 900, Washington DC 20006 ("Consultant").

In consideration of the mutual promises herein, said parties agree as follows:

1. SCOPE OF SERVICES

The Consultant shall from time to time perform general consulting services in accordance with the Client's needs. These assignments shall be performed in accordance with the scope of work, cost and schedule requirements as defined in mutually agreed upon Task Assignments, generally in the form of Attachment A to this document, entered into between the parties from time to time. Unless otherwise provided in this contract, the Consultant shall provide everything necessary to perform the services hereunder, including, but not limited to, all supervision, personnel, supplies, services and transportation. The consultant shall perform all of said services in a careful and competent manner with properly skilled and trained personnel. This contract is not exclusive. The Client reserves the right to have similar or like services performed by others or through its own employees to any extent desirable by the Client. The Consultant reserves the right to perform similar or like services for clients other than the Client.

2. REPRESENTATIVES

Client designates **Dominique Strauss-Kahn** as Client Representative for all matter's relating to Consultant's performance of Services under this agreement. The actions taken by the Client Representative regarding such performance shall be deemed the acts of Client. Unless otherwise stated herein, authority which is given to the Client's Representative shall be exercised only by the individual who is the Client's Representative and shall not be delegated to any other person.

Consultant designates, and Client accepts, **Ron Slimp** as Consultant Representative for all matters relating to Consultant's performance of Services under this Agreement. The actions taken by Consultant Representative shall be deemed the acts of Consultant.

3. TIME FOR PERFORMANCE

The term of this Contract shall commence on the date hereof and shall be in effect for a period of not more than 3 months (90 calendar days) from that date. Time of performance for individual tasks shall be as shown on the particular Task Assignment.

4. CONTRACT PRICE

The Client will pay the Consultant and the Consultant will accept as full compensation, satisfaction and payment for said services and any direct or indirect costs or expenses incurred by the Consultant in connection with said services including, but not limited to, the cost of supervision, labor, tools, materials, supplies, services, facilities, equipment, transportation, insurance, taxes, overhead and profit, the contract price stated in the particular Task Assignment. Work for a particular task may either be completed on an

agreed hourly, daily or monthly rates basis or a firm lump sum price, as determined to be appropriate for a particular Task Assignment. Compensation may also be arranged on a success fee basis where the actual payment from Client to Consultant is based on some percentage of a transaction value.

5. PAYMENTS

Unless all services hereunder are to be performed within a four week period, at the end of each four week billing period, the Consultant shall submit an invoice itemized to the Client's satisfaction for the portion of the work completed during the billing cycle together with the amount due. Within 30 days after receipt of a satisfactory invoice and approval thereof by the Client's Representative, or his duly authorized representative, the Client shall pay 100 percent of the amount of such partial invoice to the Consultant. Payment of such invoice by the Client shall not constitute acceptance of the work and shall be subject to correction in the payment of any subsequent invoice. Upon completion of all services covered by this contract to the satisfaction of and acceptance by the Client's Representative, the Consultant shall present its final invoice for the services itemized to the Client's satisfaction. Within 30 days following receipt of such final invoice and supporting data and approval thereof by the Client's Representative, the Client shall make final payment under this Contract including any amounts retained under partial invoices.

6. CHANGES IN THE SERVICES

The Client may, at any time, without invalidating this Contact, make changes in, add to or delete from the services to be performed. No such changes shall be made except by written order signed by the Client and Consultant. Except as provided below, no claims for compensation for additional services shall be valid unless authorized by a modified Task Assignment signed by the Client's Representative. When in cases of sudden and unforeseen emergencies, where it is necessary to immediately authorize extra work to avoid project delays or for the Consultant or Client to meet its commitments, the Client's Representative may authorize the performance of extra services verbally or via e-mail as long as it is followed as soon as is practicable by a modified Task Assignment.

7. INDEPENDENT CONSULTANT

This Contract shall constitute the Consultant as an independent Consultant. The Client is interested only in the results of the services.

8. PERMITS AND LAWS

Unless otherwise provided in this contract, the Consultant shall secure all licenses or permits required by law or ordinance and shall comply with all applicable ordinances, laws, orders, rules and regulations pertaining to the services hereunder made by any governmental authority or public regulatory body.

9. INDEMNITY

(a) The Consultant shall assume all responsibility for and shall indemnify and save the Client, its officers, agents, affiliates and employees harmless from and against all losses, liabilities, claims, demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees of every nature and description brought or recovered against, or incurred by, the Consultant, the Client, the Client's officers, agents or employees, or any or all of them, by reason of any: (a) injury to persons, including death or damages, sustained or claimed by the Consultant's employees, the employees of the Client, or by any other person, and for any theft or loss of or damage to property (including environmental

harm), including property of the Consultant, the Client, or any other person, which may occur or allegedly occur because of or result from, or in any manner are connected with or arise from, (i) any negligence, gross negligence or willful misconduct by Consultant, or (ii) any breach of any obligation of the Consultant under this Contract; (b) infringement or alleged infringement of any patent, copyright, trademark or other proprietary right by Consultant for any material, machinery, device, equipment, process or design furnished or used by the Consultant in the performance of this Contract; and (c) breach of any other duty or obligation of the Consultant under this Contract. Notwithstanding the foregoing, the Consultant shall not be required to indemnify the Client, its officers, agents, affiliates or employees against liability for damages arising out of injury to persons or theft or loss of or damage to property to the extent caused by or resulting from the negligence, gross negligence or willful misconduct of the Client, its officers, agents, affiliates or employees.

(b) The Client shall assume all responsibility for and shall indemnify and save the Consultant, its officers, agents, affiliates and employees harmless from and against all losses, liabilities, claims demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees of every nature and description brought or recovered against, or incurred by, the Consultant, the Client, their Consultant's officers, agents or employees, or any or all of them, by reason of an: (a) injury to persons, including death or damages, sustained or claimed by the Consultant's employees, the employees of the Client, or by any other person, and for any theft or loss of or damage to property (including environmental harm), including property of the Consultant, the Client, or any other person, which may occur or allegedly occur because of or result from, or in any manner are connected with or arise from, (i) any negligence, gross negligence or willful misconduct by the Client, or (ii) any breach of any obligation of the Client under this Contract; (b) infringement or alleged infringement of any patent, copyright, trademark or other proprietary right by Client for any material, machinery, device, equipment, process or design furnished or used by the Client under this Contract. Notwithstanding the foregoing, the Client shall not be required to indemnify the Consultant, its officers, agents, affiliates or employees against liability for damages arising out of injury to persons or theft or loss of or damage to property to the extent caused by or resulting from the negligence, gross negligence or willful misconduct of the Consultant, its officers, agents, affiliates or employees.

10. CHANGES TO CONTRACT; ASSIGNMENT AND SUBCONTACTING

The terms of this Contract shall not be changed, superseded or supplemented except in writing signed by the Consultant and the Client's Representatives. This Contract shall not be assigned by the Consultant without the Client's previous written consent. Any attempted assignment without such written consent shall be void and the Client may refuse to permit the performance of any unauthorized assignment. The Consultant shall assume as full responsibility to the Client for the actions, omissions, operations and work of any personnel, Client employees and subConsultants in the context of their work for the Consultant on a Task Assignment as for the actions, omissions, operations and work of the Consultant.

11. AUDITING OF CONSULTANT'S ACCOUNTS AND REFUNDS

The Consultant shall make and keep as the same accrue, full and complete records and books of account of its costs, expenses, man-hours and equipment hours relating to the services hereunder in accordance with generally accepted accounting practices whenever, by the terms of this Contract, the Consultant's compensation shall be based wholly or partially on such costs, expenses, man-hours or equipment hours. When relevant to determining the Consultants compensation hereunder, said records and books of accounts, together with any and all memoranda pertaining thereto that may be kept, maintained or possessed by the Consultant, shall be open to examination during

regular business hours by the Client or its agents for the purpose of inspecting, auditing, verifying or copying the same or making extracts there from. The Client's payment of invoices hereunder shall not constitute acceptance of the accuracy thereof. Amounts paid shall be subject to audit in accordance with this section for two years after the making of the last payment under this Contract. Whenever an audit of the Consultant's records shows that the Client is entitled to a refund, the Consultant shall promptly make said refund with interest, compounded annually, at the prime rate established by CitiBank from time to time during the period the funds were held by the Consultant or the highest rate permitted by law, whichever is less, from the date the payment was made to the Consultant. The Consultant's costs of correcting any billing error shall not be charged to the Client.

12. DISPUTES

In the event of a dispute between the Consultant and the Client, the Consultant shall proceed with the services pending resolution of such dispute, unless otherwise requested by the Client in writing. The Consultant shall submit its position on all disputed matters to the Client in writing. Upon receipt by the Client, the Client and the Consultant shall enter into good faith negotiations to resolve any such dispute.

14. TERMINATION

Notwithstanding anything in this Contract to the contrary, should the Client for any reason including, but not limited to, breach of this Contract by the Consultant, desire to suspend or stop the services hereunder at any time before they are completed, the Consultant shall stop the services upon written notification from the Client. Any such termination shall be without prejudice to any other rights or remedies of the Client for any breach of this Contract by the Consultant. The Consultant shall, upon the effective date of such notice of termination, if requested by the Client, immediately cease performance of the services and remove its employees, representatives, equipment and other property from the Client's premises. If the Consultant fails to effect such removal within a reasonable time the Client may do so at the Consultant's expense. In the event of such termination, payment for all services properly performed under this Contract shall be made in accordance with the prices stated elsewhere in this Contract or in the case of a lump sum price, the Client will pay the Consultant a proportionate part of said lump sum price, subject however in either case to proper deductions for defective services, damages or costs sustained by the Client by reason of the Consultant's default, breach or failure to perform. Upon any termination pursuant to this section, the Client shall be released from all further obligations under this Contract except for payment as provided for in this section.

15. OWNERSHIP OF WORK PRODUCT

The Client acknowledges the Consultant's finished reports as instruments of professional service. Nevertheless, the finished reports prepared under this Agreement shall become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the finished reports without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the design documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without the written authorization of the Consultant. The Client agrees that it will not release to any non-affiliated third party any finished report provided by the Consultant without the Consultant's written permission. The Client further agrees that it will not disclose the identity of the

Consultant in relation to any Task Assignment to any person not directly employed by the Client or its affiliates without the Consultant's written permission.

16. GOVERNING LAW

This Contract shall be deemed to be a District of Columbia contract and shall be construed in accordance with and governed by the laws of the District of Columbia.

17. HEADINGS

The Section headings in this Contract are included for reference only. They are not a part of this Contract and shall not affect the interpretation and construction of this Contract.

18. CONFLICTS

In the event of any conflict between this document and any documents attached hereto or incorporated herein, the provisions of this document shall control.

19. CONFIDENTIALITY

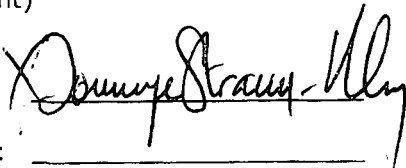
All information (whether oral or written) submitted by the Client to the Consultant pursuant to this Contract shall be considered confidential information of the Client. In addition, all work product prepared by the Consultant pursuant to this Contract shall be considered confidential information of the Client. Unless authorized to do so in writing by the Client, or required to do so pursuant to a validly issued subpoena or court order, in which event the Consultant shall give the Client at least ten (10) days prior written notice and use its best efforts to secure confidential treatment by the entity which issued the subpoena or order, the Consultant shall protect the confidentiality of Client's confidential information and not disclose such information to any third party. The Consultant shall not issue any press release or any other advertising or marketing materials regarding the services to be provided hereunder without the express prior written approval of the Client.

20. NON-CIRCUMVENTION

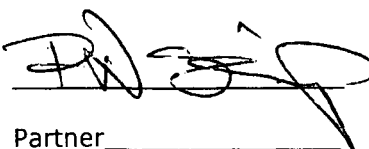
As a consequence of the Consultant's work for the Client under this Contract it is foreseeable that the Client will from time to time become aware of the identity of employees and sub-Consultants of the Consultant. In all instances except those where the Client's relationship to such individuals pre-dates the Consultant's relationship with such persons, the Client shall not hire, sub-contract or otherwise compensate the Consultant's employees or sub-Consultants for a period of two years from the date when the Consultant last employs or contracts with such persons. The Client also shall not induce such individuals to terminate their relationship with the Consultant or otherwise induce them to develop an independent and direct relationship with the Client.

AGREED AND ACCEPTED

Dominique Strauss-Kahn
(Client)

By: 
Title: _____

TD International, LLC
(Ron Slimp)

By: 
Title: Partner _____

CONFIDENTIAL
PROPERTY OF TD INTERNATIONAL, LLC
NO DISCLOSURE TO BE MADE TO ANY OTHER PARTY

**ATTACHMENT A
TASK ASSIGNMENT**

Task Number

Task **1-070716**

Scope of Work for this Task

Consultant shall conduct a specific public relations campaign on behalf of client; scope of work is to focus on the United States and Europe. Client and consultant have agreed verbally on focus and scope of work.

Deliverables & Schedule

Work is to begin immediately and continue until ascendancy of client to head of IMF.


Task Budget and Payment Method

Consultant shall be compensated in fees for the Services in the amount of **Twenty Thousand (€20,000) Euros**, payable in advance. The only other cost to be incurred by client will be reimbursement for travel by consultant on behalf of client.

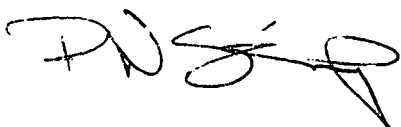
Task Authorizations

Verbal or email as required.

**Authorized by:
Dominique Strauss-Kahn**


Date

**Agreed by:
TD International, LLC
Ron Slimp**


7/18/07
Date

07/18/07 11:37:32
Dominique Strauss-Kahn