

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.

*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 The Madison Group, LLC One Thomas Circle, NW Ninth Floor Washington, DC 20005	2. Registration No. N/A 5997
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3. Name of foreign principal Robb Watters, Managing Partner	4. Principal address of foreign principal One Thomas Circle, NW Ninth Floor Washington, DC 20005
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

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

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

Individual-State nationality \_\_\_\_\_

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

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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.

Law Firm

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 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.)*

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

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

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

Date of Exhibit A August 23, 2010	Name and Title Robb Watters, Managing Partner	Signature 
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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.

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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, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant The Madison Group, LLC	2. Registration No. N/A 5997
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3. Name of Foreign Principal International Counsel Bureau
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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.

Consulting and Litigation Support

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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.

Litigation Support

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

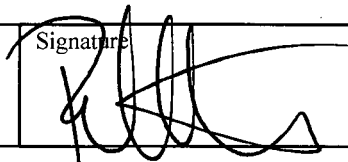
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, members of the U.S. Senate and House of Representatives and their staffs, and the media relating to efforts to obtain due process for the Kuwaiti detainees in U.S. custody at Guantanamo Bay.

Date of Exhibit B  
August 23, 2010

Name and Title  
Robb Watters, Managing Partner

Signature



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

**INTERNATIONAL COUNSEL BUREAU**  
Dasman Commercial Complex  
Block No. 3 -- 8th Floor, Al-Sharq  
PO Box 20941  
SAFAT 13070, Kuwait

July 7, 2010

Mr. Robb Watters  
Managing Partner  
The Madison Group  
One Thomas Circle, NW  
9th Floor  
Washington, DC 20005

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RE: Engagement of The Madison Group by International Counsel Bureau

Dear Mr. Watters:

This Letter of Engagement sets forth our agreement regarding the engagement of The Madison Group ("Madison") by International Counsel Bureau ("ICB") each, a "party"; collectively, the "parties" ("LoE" or this "Agreement") Pursuant to the terms set forth below, Madison shall assist ICB in furtherance of its objective of repatriation of the two remaining Kuwaiti detainees imprisoned in Guantanamo (the "Detainees") to the custody of the State of Kuwait (the "Objective") by providing strategic counsel to ICB on the Objective.

1. Scope of Engagement ("SoE").

- 1.1 Madison agrees to make and use all reasonable endeavors to serve ICB as a strategic government consultant with respect to achievement of the Objective through use of guidance as may be agreed by the parties.
- 1.2 Madison acknowledges that ICB jointly represents the Detainees and the Family Committee of Kuwaiti Citizens Detained at Guantanamo Bay, Cuba ("the Family Committee") and that ICB is assisted in that endeavor by two special legal counsels, currently being Pillsbury Winthrop Shaw Pittman LLP (David J. Cynamon), lead litigator, and Arnold & Porter LLP (Ronald D. Lee and Ronald A. Schechter), strategic counsel and lead litigator regarding Freedom of Information Act proceedings, and The NewinCo, Inc. (Marcia B. Newell, "NewinCo"), Engagement Program Manager ("EPM"). Because ICB deems the participation of these advisors, including Madison, as necessary for ICB to provide effective legal advice and representation to its clients, the parties confirm that it is their intention that communications amongst Madison and ICB, ICB's advisors and the Family Committee shall constitute attorney-client privileged communications and work product to the maximum extent appropriate under the given circumstances, and Madison agrees to make and use all reasonable endeavors to preserve the same.
- 1.3 Madison further acknowledges that ICB has advised it that the Government of Kuwait ("GoK") provides funding for advisors supporting ICB's efforts to

achieve the Objective. Accordingly, Madison confirms its understanding that it shall submit its invoices to EPM, who will review the same and if in order recommend approval to ICB and the Chairman of the Family Committee, who then will review and on approval submit the same to GoK for review and payment. ICB agrees to make and use all reasonable endeavors to cause payment to be made by GoK as timely as possible under the circumstances.

- 1.4 This Agreement includes ICB's LoE Terms and Conditions, attached as Annex A, which is incorporated by reference into this LoE, and is an integral part of our understanding. In the unlikely event of conflict between the terms and provisions of Annex A and any other part of this Agreement, the parties agree that Annex A shall govern and prevail.
- 1.5 Madison acknowledges and agrees that its performance under this Agreement will occur entirely at the unclassified level and will not involve the solicitation, receipt, retention, or dissemination of classified U.S. government information. Madison further agrees that, if it determines during the course of this Agreement that in its view successful completion of Phase 1 and/or of Phase 2 requires classified U.S. government information, it will so notify ICB through EPM and will reach agreement with the ICB on lawful and appropriate means of continuing the performance of this Agreement before Madison solicits, receives, retains, or disseminates classified U.S. government information.
- 1.6 Madison confirms that assigned to this matter are: Robb Watters and Garrison Courtney. No changes in this staffing shall be made by Madison without ICB's consent, which shall not be withheld unreasonably.

## 2. Term and Termination.

- 2.1 Madison's duties under this Agreement shall commence upon EPM's issuance of ICB's Phase 1 Notice to Proceed and continue until completion or termination in accordance with the terms of this LoE. Likewise, Madison duties for Phase 2 under this Agreement shall commence upon EPM's issuance of ICB's Phase 2 Notice to Proceed is issued and continue until completed or terminated in accordance with the terms of this LoE.
- 2.2 Either party may terminate this Agreement without cause for any reason with thirty (30) days prior notice. In the case of a material breach by the other party, which the parties deem to mean an unauthorized, unethical or illegal act, this Agreement may be terminated immediately by the non-breaching party. If terminated by Madison without cause, no portion of the applicable fees or expenses shall be payable, and the retainer payment(s) shall be returned in full. Notwithstanding the above, ICB reserves the right, in its sole discretion, to direct Madison to suspend all activity immediately. In the event of a termination of this Agreement by ICB without cause, Madison shall be entitled to receive the portion of its fees authorized in Section 8 below, as well as authorized disbursements and permitted related charges incurred by Madison at the time of termination in accordance with this Agreement.

3. Independent Contractor Status. It is understood that Madison is an independent contractor and not an employee, agent, partner, spokesperson or representative of ICB, and shall not hold itself out to the public as an employee, agent, partner,

spokesperson or representative of ICB, nor will Madison be entitled to any benefits or taxes for or of Madison. Accordingly, Madison shall not have any authority, actual or apparent, to bind ICB unless expressly instructed by ICB or EPM.

4. Employees of Independent Contractor. Madison may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement, subject to Sections 1.6 and 3 above.
5. Business of Independent Contractor. Subject to ensuring there is no conflict of interest and Section 1.6 above, Madison may engage in any other business that it desires and is required only to devote the resources required to fulfill the SoE.
6. No Solicitation. During the term of this Agreement and for a period of one year after its termination, neither party shall employ, take away or attempt to employ or take away any employee of the other party unless consent is received.
7. Discrimination. Madison confirms that it shall not exclude any person from participating in the performance of this Agreement on the ground of disability, race, color, religion, sex, sexual orientation, age, or national origin. For avoidance of doubt, subject to Section 1.6 above, Madison shall not change persons assigned to this engagement without consulting ICB and advising why the change is being requested and the likely effect on Madison's ability to fulfill its SoE in all respects.
8. Compensation.
  - 8.1 Monthly Fee. Subject to Section 2.2 above and Annex A, Paragraph 4 below, Madison shall be paid a \$50,000 fee per month for each of the Phase 1 two months of work, and if Madison receives a Phase 2 Notice to Proceed, it shall be paid a \$50,000 fee per month for each of the Phase 2 four months of work.
  - 8.2 Retainer. At the commencement of Phase 1, Madison shall be advanced a retainer of twenty-five per cent (25%) of the total projected fees for Phase 1 (\$25,000). If ICB issues the Phase 2 Notice to Proceed, Madison shall be advanced an additional retainer of \$25,000, for a total of twenty-five per cent (25%) of the total projected fees for Phase 2 (\$50,000). Should Phase 2 not be authorized, the Phase 1 retainer shall be applied against the final invoice for Phase 1 when due following acceptance by ICB of the Phase 1 deliverable.
  - 8.3 Payment Terms. Madison shall be paid monthly for the first month of Phase 1 and the first three months of Phase 2. Each such month's work shall be invoiced on the last day of the month with payment due within 30 days. The final payment of each Phase is contingent upon delivery of the deliverables for that Phase in form and substance (and written in plain English, logically organized) consistent with that contemplated by this Agreement. Such final payment may be invoiced at the time of delivery of such deliverables, and payment shall be due within 30 days of ICB's acceptance. If Madison receives a Phase 2 Notice to Proceed, it shall be entitled to payment for the first three months of Phase 2 unless Madison terminates this Agreement for

cause, or if ICB terminates this Agreement without cause.

8.4 Expense Reimbursement. Madison shall be reimbursed for out-of-pocket costs such as travel, meals, accommodations, conference calls, international wire fees, courier and shipping at its actual cost, but not to exceed \$500 per month without EPM's approval.

9. Deliverables.

9.1 The Phase 1 deliverable shall consist of an end-of-phase report advising ICB whether, on what basis and in what period the Objective can be achieved, setting out the elements of Madison's basis for its conclusions set out in appropriate detail for the interested reader, so that ICB is provided strategic guidance in order to determine if Phase 2 is likely to be effective in achieving the Objective. Throughout Phase 1, Madison will closely coordinate and keep informed ICB and EPM.

9.2 The Phase 2 deliverable likewise shall consist of an end-of-phase report advising whether, in what circumstances and in what time period the Detainees can be repatriated to the custody of the State of Kuwait. In addition to the end-of-phase report, during Phase 2 Madison will provide a weekly report to ICB and EPM keeping them apprised of the elements of activity being undertaken and how that relates to achievement of the Objective.

9.3 All deliverables shall be made by hand to EPM's Washington, D.C. office.

10. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York, without regard to the conflict of law provisions thereof. Any dispute relating to this Agreement shall be subject to Paragraph 5, Annex A, which the parties agree is the exclusive means of resolving problems, disputes or disagreements between the parties regarding this Agreement including the SoE and related relationship.

11. Legal Filings. It is understood that Madison may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA") on behalf of ICB and the Family Committee and thereafter required to file reports required by FARA, detailing any reportable activities that ICB may instruct be carried out on behalf of ICB and the Family Committee. It is further understood that Madison will comply with all relevant statutes, regulations and ethics rules governing its activities on behalf of ICB and the Family Committee, with the United States Congress and Federal Executive Branch departments and agencies. Finally, Madison agrees that if any filings, FARA or otherwise, may be required of Madison, then it shall do so only as necessary to comply, in which event, to the extent legally permissible, ICB shall be given notice, consulted in advance of disclosure as to the purpose and intended form of the disclosure, and given copies of the actual disclosure as soon as made or as soon thereafter as legally permitted.

12. Survival. Sections 1.3, 1.4, 2.2, 3, 6, 10, 11, this 12, 14, 16, 18, 19, 20 and Annex A shall survive the termination of this Agreement.

13. Waiver. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate, or be construed, as a waiver of any other such



covenant, obligation or breach hereof.

14. Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
15. Entire Agreement. This Agreement (for avoidance of doubt, including Annex A) constitutes the entire understanding and agreement between the parties and supersedes all prior understandings and agreements regarding the SoE.
16. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
17. Indemnification. Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates (“indemnitor or indemnifying party” and “indemnitee or indemnified party”, respectively), from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney’s fees, collectively, “Claims”) incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement, *provided* that indemnitor shall not be obligated to indemnify the indemnitee if the Claim results from negligence or willful misconduct or other breach of this Agreement by the indemnitee. The contractual obligations of the indemnitor of this Section 17 are in addition to any contractual or tortious liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any direct and indirect successors, assigns, heirs and personal representatives of the indemnified party.
18. Headings. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms of this Agreement.
19. Notices.
  - 19.1 Whenever notices (excluding deliverables set out in Section 9, above) are required to be given under this Agreement, notices shall be written in English, delivered by hand, courier, or sent by Telefax (in which case such Telefax must be followed by registered mail, with evidence of receipt), and addressed as follows:

**IN THE CASE OF MADISON:**  
The Madison Group, Attn: Mr. Robb Watters  
One Thomas Circle -- 9th Floor, Washington, DC 20005

**IN THE CASE OF ICB:**  
International Counsel Bureau, Attn: Abdul Rahman Al-Haroun  
Dasman Commercial Complex, Block No. 3, 8th Floor, Al-Sharq, SAFAT 13070 Kuwait; ***and***  
**Copy to:** Marcia B. Newell, The NewinCo, Inc.,  
1901 Pennsylvania Avenue, NW, Suite 902, Washington, DC 20006
  - 19.2 The parties may change their addresses for notice by giving notice to the other party in accordance with this Section.

Notices (excluding deliverables set out in Section 9, above) shall be effective only upon receipt and deemed delivered at the time indicated on the receipt confirmation. provided this occurs on a working day when banks and securities markets are open in the jurisdiction where delivery takes place, and otherwise the next working day shall be deemed to be the effective date of delivery.

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

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

INTERNATIONAL COUNSEL BUREAU

By: 

Abdul Rahman Al-Haroun  
Managing Partner

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

THE MADISON GROUP

By: 

Robb Watters  
Managing Partner

ATTACHMENT: ANNEX A

**ANNEX A**

**ICB LOE TERMS AND CONDITIONS**

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

**1. Confidentiality**

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

**2. Fees and Expenses and Budgets**

With respect to the assignment responsive to the SoE, the Firm agrees that its fees and expenses for fulfilment of the SoE shall be those summarized in the LoE, subject to the terms and conditions of the SoE. Before proceeding with any assignment contemplated by the SoE, the Firm shall submit for ICB’s written approval (a) description of the Firm’s understanding of the particular assignment objective and scope of work that the Firm proposes to undertake in fulfilment of the agreed objective; (b) a fixed fee or a not-to-exceed fee budget, as may be specified or appropriate under the circumstances (“Budget”); and (c) a time line setting forth the Firm’s proposed work plan by which it intends to achieve the particular SoE objective within the agreed Budget. Additionally, the Firm shall be reimbursed for out-of-pocket costs as provided for in Section 8.4 of the LoE. For this LoE, the Firm’s compensation shall be that set forth in Section 8 of the LoE.

**3. Return of Files on Engagement Completion**

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

**4. Termination**

For avoidance of doubt, ICB may terminate the Firm’s representation at any time, with or without cause, by providing notice, and in the case of no cause the Firm shall be entitled to receive the portion of its fees authorized in Section 8.3 of the LoE. Upon termination, all of ICB’s documents and any other property are to be returned promptly upon receipt of a written request to that effect. Termination of this engagement by the Firm for cause or ICB for no cause will not affect ICB’s responsibility for payment of expenses incurred in furtherance of the engagement as of the date of such termination. At the Firm’s expense, it may retain a copy of all documents involving this engagement (for avoidance of doubt, on a confidential basis).

**5. Problem Avoidance**

Although the parties do not expect disputes to arise, in the unlikely event a dispute is not readily resolved, then resolution shall be by a face-to-face meeting between ICB's Managing Partner (or his designated representative who shall have been delegated authority to settle the dispute to the same extent as if ICB's Managing Partner was in attendance) and the Firm's Managing Partner. The meeting shall be in London unless agreed otherwise.

In the highly unlikely event that the meeting and any agreed follow-up does not resolve the matter, unresolved disputes shall be settled by binding arbitration under the commercial arbitration rules of the London Court of International Arbitration by one arbitrator appointed in accordance with such rules, whose decision shall be final and binding (save in the case of manifest error, conflict of interest or fraud to the extent permitted by applicable law) and may be enforced in any court of competent jurisdiction by the prevailing party. The governing law shall be New York law, and the arbitration shall be held in London unless agreed otherwise.

The arbitrator shall order that costs of arbitration (including fees and other related expenses) and reasonable attorneys' fees and related expenses be borne by the losing party.

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

**6. Conflict of Interest - Waivers**

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

**7. Contact Persons**

Unless otherwise agreed, the Firm's partner-in-charge of its engagement team shall be Robb Watters, and ICB's contacts authorized to instruct the Firm are: Abdul Rahman Al-Haroun, Khalid Al-Odah (Chair of the Family Committee and father of one of the Detainees), Marcia B. Newell (The NewinCo, Inc.), and David Cynamon (Pillsbury Winthrop Shaw Pittman LLP). ICB is to be copied on all correspondence by the Firm related to the LoE.

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