

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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 Wiggin and Dana LLP	2. Registration Number 6878
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3. Primary Address of Registrant  
 265 Church Street, One Century Tower, New Haven, CT 06510

4. Name of Foreign Principal International Criminal Court	5. Address of Foreign Principal Oude Waalsdorperweg 10 2597 AK The Hague NETHERLANDS
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6. Country/Region Represented  
 NETHERLANDS

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) See Appendix for Response
- Individual-State nationality \_\_\_\_\_

8. 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 engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

- a) Name and title of official with whom registrant engages
  
  
  
  
  
  
  
  
  
  
- b) Aim, mission or objective of foreign political party

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10. 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.

Pursuant to the Rome Statute, the ICC investigates and prosecutes individuals for genocide, crimes against humanity, war crimes, and the crime of aggression.

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 type="checkbox"/> No <input checked="" 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 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"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

- Item 10(b)(1): Please see description in Item #12.
- Item 10(b)(3): Please see description in Item #12.
- Item 10(b)(5): Please see description in Item #12.
- Item 10(b)(6): Please see description in Item #12.

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12. 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.

The ICC is not "owned or controlled" by a foreign government or foreign political party; but States Parties to the Rome Statute (i.e., foreign governments) provide management oversight for the ICC by establishing the budget, providing funding, and electing the ICC's judges and Prosecutor.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/14/2020

Paul Hughes

/s/Paul Hughes

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/13/2020

Paul A. Hughes

PAH

## **Appendix**

### **Response to Item 7**

**Item 7: Indicate whether the foreign principal is one of the following: Other (specify).**

The International Criminal Court (ICC) is an international judicial institution, established pursuant to the Rome Statute, a multilateral agreement. It is governed by the Assembly of States Parties, and there are currently 123 States which are parties to the Rome Statute. The ICC consists of four organs: the Presidency, Judicial Divisions, the Office of the Prosecutor (OTP), and the Registry. The States Parties to the Rome Statute establish the budget for the ICC, provide funding, and elect the ICC's judges and Prosecutor.

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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  
Wiggin and Dana LLP

2. Registration Number  
6878

3. Name of Foreign Principal  
International Criminal Court

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/07/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Wiggin and Dana LLP has engagement agreements to provide legal services to three ICC-related parties: the Office of the Prosecutor ("OTP"); Fatou Bensouda, the Prosecutor; and Phakiso Mochochoko, Director of the Jurisdiction, Complementarity and Cooperation Division of the OTP.

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

Wiggin and Dana has been engaged to (1) provide legal advice concerning the consequences of the June 11, 2020 "Executive Order on Blocking Property of Certain Persons Associated with the International Criminal Court" and the Sept. 2, 2020 addition of ICC officials Fatou Bensouda and Phakiso Mochochoko to the Dept. of the Treasury's Specially Designated Nationals ("SDN") List; (2) provide legal advice regarding the potential initiation of legal action in the United States concerning the Executive Order and the SDN designations; and (3) engage in administrative outreach to U.S. Government agencies concerning the Executive Order and the SDN designations. Wiggin and Dana also may initiate civil litigation in federal court on behalf of Fatou Bensouda and Phakiso Mochochoko.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes  No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/14/2020	Paul Hughes	/s/Paul Hughes
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/13/2020

Paul A. Hughes

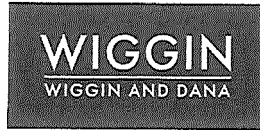
PAH

## Appendix

### Response to Item 10

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

It is uncertain whether Wiggin and Dana will engage in political activities as defined in 22 U.S.C. sec. 611(o). The above-described legal advice that Wiggin and Dana shall provide to the ICC's Office of the Prosecutor, Fatou Bensouda, and Phakiso Mochochoko is outside the scope of the Foreign Agents Registration Act (FARA), and any litigation the firm may conduct would come within the exemption from registration set forth at 22 U.S.C. section 613(g). Previous advisory opinions issued by the FARA Unit indicate that administrative outreach by Wiggin and Dana to U.S. federal agencies or departments on behalf of the firm's clients would not require registration. Because of the close relationship between the apparent policy grounds for the June 11, 2020 Executive Order and the factual bases for the SDN designations of Ms. Bensouda and Mr. Mochochoko, however, Wiggin and Dana is registering in an abundance of caution in case the FARA Unit would construe any aspect of the firm's potential administrative outreach as registrable political activities.



Wiggin and Dana LLP  
800 17th Street, NW  
Suite 520  
Washington, DC 20006  
www.wiggin.com

David H. Laufman  
202.800.2477  
203.782.2889 fax  
dlaufman@wiggin.com

October 5, 2020

James Stewart  
Deputy Prosecutor  
International Criminal Court  
Office of the Prosecutor  
Oude Waalsdorperweg 10  
2597 AK The Hague  
Netherlands

Re: Engagement Agreement for Legal Services

Dear Mr. Stewart:

Thank you for choosing Wiggin and Dana LLP ("the Firm") to serve as legal counsel to the Office of the Prosecutor of the International Criminal Court. This letter will confirm our discussion with you regarding our engagement and describe the basis on which our firm will provide legal services.

**Client.** The Firm's client in this matter will be the Office of the Prosecutor ("OTP," "Client," or "You") of the International Criminal Court ("ICC").

**Scope of Engagement.** The Firm has been engaged to provide the following legal services to the OTP:

- Advice regarding the significance and potential consequences, for the OTP, its personnel, and their families, of (1) the "Executive Order on Blocking Property of Certain Persons Associated with the International Criminal Court," issued by Donald Trump, President of the United States, on June 11, 2020 ("Executive Order"); and (2) the September 2, 2020, addition of Fatou Bensouda and Phakiso Mochochoko to the Department of the Treasury's Specially Designated Nationals ("SDN") List.
- Advice regarding the potential initiation of legal action in the United States to challenge the Executive Order or the SDN designations of Fatou Bensouda and Phakiso Mochochoko.
- Administrative outreach to U.S. Government agencies concerning the Executive Order and/or the SDN designations of Fatou Bensouda and Phakiso Mochochoko.

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agree with you to amend the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

**Client Responsibilities.** You agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to keep us informed of any changes in your contact information.

**Staffing.** Tahlia Townsend and I will have primary responsibility for this representation. Jacob Sand will assist, and we will use other attorneys, paralegals and legal assistants in the office for particular tasks when we believe that to be appropriate.

**Foreign Agent Registration Act.** The Client understands that the nature and scope of the Firm's activities on the Client's behalf may require the Firm's registration with the U.S. Department of Justice ("DOJ") under the Foreign Agents Registration Act ("FARA"), and that such registration would require the Firm to disclose to DOJ certain documents and information concerning this engagement, including this agreement. The Client further understands that documents and information required to be disclosed to DOJ under FARA would become publicly available on the DOJ website at [www.fara.gov](http://www.fara.gov).

**Fees and Costs.** We will represent you in this matter on a pro bono basis. Accordingly, we will not bill you for any fees incurred in this matter.

However, we reserve the right to require reimbursement for any external costs incurred in this matter, such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and other expenses.

The Office of the Prosecutor shall be responsible for any costs incurred for which the Firm seeks reimbursement.

Should this agreement be amended to encompass litigation services, such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. We may decide to waive collection of some or all external costs, but waiver of reimbursement of certain external costs shall in no way preclude collection of other external costs. At this

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the OTP agrees to do so using funds drawn from unblocked accounts outside the United States.

**Advice about Possible Outcomes.** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

**Termination of Engagement.** The Client may at any time terminate our services and representation upon written notice to the firm

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the Client. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the above matter, and the Client agrees to take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and the Client agrees not to oppose our request.

**Applicable Law.** The laws of the District of Columbia in the United States will govern the interpretation of this agreement and the attorney-client relationship between Wiggin & Dana and the Client.

**Conclusion of Representation; Retention and Disposition of Documents.** Our representation of the Client in this matter will terminate upon our sending you a letter advising you that our representation has concluded. At your request, your papers and property will be returned to you upon the conclusion of our representation. Our own files pertaining to the matter will be retained by the firm. These firm files including, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including minimizing unnecessary storage expenses and consistent with applicable professional ethics rules, we reserve the right to destroy or

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**Post-engagement Matters.** You are engaging the firm to provide legal services in connection with a specific matter. After that matter concludes, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the matter to provide additional advice, the firm has no continuing obligations to advise you with respect to future legal developments.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. Please do not hesitate to call me if you have any questions.


I look forward to working together.

Sincerely,

 *David H. Laufman* Oct. 7, 2020  
David H. Laufman

DHL:

AGREED:

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James Stewart  
Deputy Prosecutor  
Office of the Prosecutor  
International Criminal Court  
6 October 2020



Wiggin and Dana LLP  
800 17th Street, NW  
Suite 520  
Washington, DC 20006  
www.wiggin.com

David H. Laufman  
202.800.2477  
203.782.2889 fax  
dlaufman@wiggin.com

October 6, 2020

The Hon. Fatou Bensouda  
Prosecutor  
Office of the Prosecutor  
International Criminal Court  
Oude Waalsdorperweg 10  
2597 AK The Hague  
Netherlands

Re: **Legal Representation**

Dear Ms. Bensouda:

Thank you for choosing Wiggin and Dana LLP ("the Firm") to serve as your legal counsel. This letter will confirm our discussion with you regarding our engagement and describe the basis on which the Firm will provide legal services.

**Client.** The Firm's client in this matter will be Fatou Bensouda ("you" or "the Client"), who currently serves as Prosecutor in the Office of the Prosecutor ("OTP") of the International Criminal Court ("ICC").

**Scope of Engagement.** The Firm has been engaged to (1) provide legal advice to the Client regarding the U.S. Government's designation of the Client as a Specially Designated National ("SDN") on September 2, 2020; and (2) represent the Client before the U.S. Department of the Treasury, the U.S. Department of State, and such other U.S. Government agencies or departments as may be necessary, regarding the Client's designation as an SDN.

If the Firm's administrative efforts to obtain rescission of the Client's designation are unsuccessful, the Client authorizes the Firm to initiate a civil action in U.S. District Court seeking injunctive and declaratory relief on behalf of the Client.

We have agreed that the Firm's engagement currently is limited to performance of the above-specified services. In that regard, unless otherwise amended, and except as specified above, this engagement shall not include representation or appearances



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**OFAC License.** Pursuant to U.S. law, the Firm shall not provide any legal services to the Client unless and until it can lawfully do so under either a general license authorized by the Office of Foreign Assets Control ("OFAC") at the U.S. Department of the Treasury, or a specific license approved by OFAC. Neither the Firm nor the Client shall execute this agreement unless and until OFAC has issued a specific license to the Firm to provide legal services.

**Foreign Agent Registration Act.** The Client understands that the nature and scope of the Firm's activities on the Client's behalf may require the Firm's registration with the U.S. Department of Justice ("DOJ") under the Foreign Agents Registration Act ("FARA"), and that such registration would require the Firm to disclose to DOJ certain documents and information concerning this engagement, including this agreement. The Client further understands that documents and information required to be disclosed to DOJ under FARA would become publicly available on the DOJ website at [www.fara.gov](http://www.fara.gov).

**Client Responsibilities.** You agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to keep us informed of any changes in your contact information.

**Staffing.** Tahlia Townsend and I will have primary responsibility for this representation. We will use other attorneys, paralegals and legal assistants in the office for particular tasks when we believe that to be appropriate.

**Fees and Costs.** We will represent you in this matter on a pro bono basis. Accordingly, we will not bill you for any legal fees incurred in this matter.

However, we reserve the right to require reimbursement for any external costs incurred in this matter, such as photocopying, messenger and delivery service,

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Page 3

Should this agreement be amended to encompass litigation services, such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. We may decide to waive collection of some or all external costs, but waiver of reimbursement of certain external costs shall in no way preclude collection of other external costs. At this time, we do not anticipate any significant external costs. Should significant costs become likely, we will do our best to provide the OTP with an estimate of such costs and obtain the OTP's permission before incurring them.

Any request for reimbursement of costs shall be contingent on receipt from OFAC of a specific license permitting us to receive such payments. If asked to reimburse the Firm for external costs, the OTP agrees to do so using funds drawn from unblocked accounts outside the United States.

**Advice about Possible Outcomes.** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

**Representation of Other ICC Parties.** The Client knows and acknowledges that the Firm also represents the OTP and Phakiso Mochochoko, Director of the Jurisdiction, Complementarity and Cooperation Division of the OTP. The Firm's representation of multiple parties in a single matter is governed by Rule 1.7 of the Rules of Professional Conduct of the District of Columbia Bar ("Rule 1.7"), which provides:

"(a) A lawyer shall not advance two or more adverse positions in the same matter.

(b) Except as permitted by paragraph (c) below, a lawyer shall not represent a client with respect to a matter if:

(1) That matter involves a specific party or parties and a position to be taken by

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representation of another client;

(3) Representation of another client will be or is likely to be adversely affected by such representation;

(4) The lawyer's professional judgment on behalf of the client will be or reasonably may be adversely affected by the lawyer's responsibilities to or interests in a third party or the lawyer's own financial, business, property, or personal interests.

(c) A lawyer may represent a client with respect to a matter in the circumstances described in paragraph (b) above if

(1) Each potentially affected client provides informed consent to such representation after full disclosure of the existence and nature of the possible conflict and the possible adverse consequences of such representation; and

(2) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client.

(d) If a conflict not reasonably foreseeable at the outset of representation arises under paragraph (b)(1) after the representation commences, and is not waived under paragraph (c), a lawyer need not withdraw from any representation unless the conflict also arises under paragraphs (b)(2), (b)(3), or (b)(4)."

In any matter where a lawyer represents more than one client, it is possible that facts will develop during the course of the matter that may raise potential or actual conflicts of interest between the clients. In this matter, neither the Firm nor the Client is currently aware of any actual or potential conflict of interest which would be presented by the Firm's concurrent representation of the Client, the OTP, and Phakiso Mochochoko. Accordingly, the Client does not object to the Firm's concurrent representation of the OTP and Mr. Mochochoko. In the event that the Client subsequently learns of any actual or potential conflict of interest presented by the Firm's concurrent representation of the OTP or Mr. Mochochoko, the Client will promptly inform the Firm so that it may consider appropriate action under Rule 1.7.

In the event of a conflict between the Client and either the OTP or Mr. Mochochoko, Wiggan and Dana may be required under the applicable Rules of Professional

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Mochochoko. The Client expressly agrees that the Client will not assert at any time that the Firm's continued representation of the OTP and/or Mr. Mochochoko is precluded by any conflict of interest, and the Client waives any claim that such continued representation constitutes any breach of any duty that the Firm might owe to the Client.

**Attorney-Client Privilege.** In light of the alignment and commonality of interest between the Client, the OTP, and Mr. Mochochoko, and for purposes of efficiency, the Client agrees that communications between the Client and the Firm, the confidentiality of which otherwise would be protected by the attorney-client privilege, may be shared with the OTP and Mr. Mochochoko. The Client also agrees to participate, as necessary, in joint conversations, email correspondence, and other communications between the Firm, the Client, the OTP, and Mr. Mochochoko.

**Termination of Engagement.** The Client may at any time terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the Client. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the above matter, and the Client agrees to take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and the Client agrees not to oppose our request.

**Applicable Law.** The laws of the District of Columbia in the United States will govern the interpretation of this agreement and the attorney-client relationship between Wiggin and Dana and the Client.

**Conclusion of Representation; Retention and Disposition of Documents.** Our representation of the Client in this matter will terminate upon our sending you a letter

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records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including minimizing unnecessary storage expenses and consistent with applicable professional ethics rules, we reserve the right to destroy or otherwise dispose of any documents or other materials that we retain within a reasonable time after termination of the engagement without further notice to the Client.

**Post-engagement Matters.** You are engaging the Firm to provide legal services in connection with a specific matter. After that matter concludes, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the matter to provide additional advice, the Firm has no continuing obligations to advise you with respect to future legal developments. The Client understands that any such future engagement may require a specific license from OFAC.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. Please do not hesitate to call me if you have any questions.

I look forward to working together.

The Hon. Fatou Bensouda  
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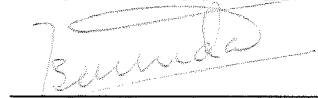
Sincerely,

 *David H. Laufman Oct. 7, 2020*

David H. Laufman

DHL:

AGREED TO AND ACCEPTED:

BY: 

Fatou Bensouda  
Prosecutor  
Office of the Prosecutor  
International Criminal Court

Date: *07/10/20*

BY: 

James Stewart  
Deputy Prosecutor  
Office of the Prosecutor  
International Criminal Court

Date: *7 Oct. 2020*



Wiggin and Dana LLP  
800 17th Street, NW  
Suite 520  
Washington, DC 20006  
www.wiggin.com

David H. Laufman  
202.800.2477  
203.782.2889 fax  
dlaufman@wiggin.com

October 6, 2020

Phakiso Mochochoko  
Director, Jurisdiction, Complementarity and Cooperation Division  
Office of the Prosecutor  
International Criminal Court  
Oude Waalsdorperweg 10  
2597 AK The Hague  
Netherlands

Re: **Legal Representation**

Dear Mr. Mochochoko:

Thank you for choosing Wiggin and Dana LLP ("the Firm") to serve as your legal counsel. This letter will confirm our discussion with you regarding our engagement and describe the basis on which the Firm will provide legal services.

**Client.** The Firm's client in this matter will be Phakiso Mochochoko ("you" or "the Client"), who currently serves as the Director of the Jurisdiction, Complementarity and Jurisdiction Division in the Office of the Prosecutor ("OTP") of the International Criminal Court ("ICC").

**Scope of Engagement.** The Firm has been engaged to (1) provide legal advice to the Client regarding the U.S. Government's designation of the Client as a Specially Designated National ("SDN") on September 2, 2020; and (2) represent the Client before the U.S. Department of the Treasury, the U.S. Department of State, and such other U.S. Government agencies or departments as may be necessary, regarding the Client's designation as an SDN.

If the Firm's administrative efforts to obtain rescission of the Client's designation are unsuccessful, the Client authorizes the Firm to initiate a civil action in U.S. District Court seeking injunctive and declaratory relief on behalf of the Client.

We have agreed that the Firm's engagement currently is limited to performance of the above-specified services. In that regard, unless otherwise amended, and except

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We may agree with you to amend the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

**OFAC License.** Pursuant to U.S. law, the Firm shall not provide any legal services to the Client unless and until it can lawfully do so under either a general license authorized by the Office of Foreign Assets Control ("OFAC") at the U.S. Department of the Treasury, or a specific license approved by OFAC. Neither the Firm nor the Client shall execute this agreement unless and until OFAC has issued a specific license to the Firm to provide legal services.

**Foreign Agent Registration Act.** The Client understands that the nature and scope of the Firm's activities on the Client's behalf may require the Firm's registration with the U.S. Department of Justice ("DOJ") under the Foreign Agents Registration Act ("FARA"), and that such registration would require the Firm to disclose to DOJ certain documents and information concerning this engagement, including this agreement. The Client further understands that documents and information required to be disclosed to DOJ under FARA would become publicly available on the DOJ website at [www.fara.gov](http://www.fara.gov).

**Client Responsibilities.** You agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to keep us informed of any changes in your contact information.

**Staffing.** Tahlia Townsend and I will have primary responsibility for this representation. We will use other attorneys, paralegals and legal assistants in the office for particular tasks when we believe that to be appropriate.

**Fees and Costs.** We will represent you in this matter on a pro bono basis.



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However, we reserve the right to require reimbursement for any external costs incurred in this matter, such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and other expenses.

The Office of the Prosecutor of the ICC, not Mr. Mochochoko, shall be responsible for any costs incurred for which the Firm seeks reimbursement.

Should this agreement be amended to encompass litigation services, such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. We may decide to waive collection of some or all external costs, but waiver of reimbursement of certain external costs shall in no way preclude collection of other external costs. At this time, we do not anticipate any significant external costs. Should significant costs become likely, we will do our best to provide the OTP with an estimate of such costs and obtain the OTP's permission before incurring them.

Any request for reimbursement of costs shall be contingent on receipt from OFAC of a specific license permitting us to receive such payments. If asked by us to reimburse us for external costs, the OTP agree to do so using funds drawn from unblocked accounts outside the United States.

**Advice about Possible Outcomes.** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

**Representation of Other ICC Parties.** The Client knows and acknowledges that the Firm also represents the OTP and Fatou Bensouda, Prosecutor, Office of the  
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“(a) A lawyer shall not advance two or more adverse positions in the same matter.

(b) Except as permitted by paragraph (c) below, a lawyer shall not represent a client with respect to a matter if:

(1) That matter involves a specific party or parties and a position to be taken by that client in that matter is adverse to a position taken or to be taken by another client in the same matter even though that client is unrepresented or represented by a different lawyer;

(2) Such representation will be or is likely to be adversely affected by representation of another client;

(3) Representation of another client will be or is likely to be adversely affected by such representation;

(4) The lawyer’s professional judgment on behalf of the client will be or reasonably may be adversely affected by the lawyer’s responsibilities to or interests in a third party or the lawyer’s own financial, business, property, or personal interests.

(c) A lawyer may represent a client with respect to a matter in the circumstances described in paragraph (b) above if

(1) Each potentially affected client provides informed consent to such representation after full disclosure of the existence and nature of the possible conflict and the possible adverse consequences of such representation; and

(2) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client.

(d) If a conflict not reasonably foreseeable at the outset of representation arises under paragraph (b)(1) after the representation commences, and is not waived under paragraph (c), a lawyer need not withdraw from any representation unless the conflict also arises under paragraphs (b)(2), (b)(3), or (b)(4).”

In any matter where a lawyer represents more than one client, it is possible that facts will develop during the course of the matter that may raise potential or actual conflicts of interest between the clients. In this matter, neither the Firm nor the Client is currently aware of any actual or potential conflict of interest which would be

Mr. Phakiso Mochochoko  
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Firm's concurrent representation of the OTP or Fatou Bensouda, the Client will promptly inform the Firm so that it may consider appropriate action under Rule 1.7.

In the event of a conflict between the Client and either the OTP or Fatou Bensouda, Wiggin and Dana may be required under the applicable Rules of Professional Responsibility to withdraw from its representation of one or more its clients. If that happens, the Client agrees that if it is otherwise consistent with the Firm's professional ethics responsibilities, the Firm may withdraw from representing the Client and may continue to represent the OTP and Fatou Bensouda. The Client expressly agrees that the Client will not assert at any time that the Firm's continued representation of the OTP and/or Fatou Bensouda is precluded by any conflict of interest, and the Client waives any claim that such continued representation constitutes any breach of any duty that the Firm might owe to the Client.

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Mr. Phakiso Mochochoko  
October 6, 2020  
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**Conclusion of Representation; Retention and Disposition of Documents.** Our representation of the Client in this matter will terminate upon our sending you a letter advising you that our representation has concluded. At your request, subject to applicable U.S. law, your papers and property will be returned to you upon the conclusion of our representation. Our own files pertaining to the matter will be retained by the Firm. These Firm files including, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including minimizing unnecessary storage expenses and consistent with applicable professional ethics rules, we reserve the right to destroy or otherwise dispose of any documents or other materials that we retain within a reasonable time after termination of the engagement without further notice to the Client.

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Mr. Phakiso Mochochoko  
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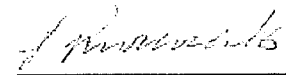
Sincerely,

 Oct. 7, 2020

David H. Laufman

DHL:

AGREED TO AND ACCEPTED:

BY: 

Phakiso Mochochoko  
Director, Jurisdiction, Complementarity and Cooperation Division  
Office of the Prosecutor  
International Criminal Court

Date: 07 October 2020

BY: 

James Stewart  
Deputy Prosecutor  
Office of the Prosecutor  
International Criminal Court

Date: 7 October 2020