

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 The Potomac Square Group	2. Registration Number 7161
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3. Name of Foreign Principal
People's Republic of Bangladesh (through Nelson, Mullins, Riley & Scarborough LLP)

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? 06/09/2023
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
General press outreach

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

General press outreach

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Speaking to US-based publications regarding Bangladesh and its leaders

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 register³ 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 N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} 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
03/14/2024	Christopher Cooper	/s/Christopher Cooper
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

A handwritten signature in black ink, appearing to be "C. J. ...", written over a horizontal line.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONSULTING SERVICES AGREEMENT
BETWEEN
THE POTOMAC SQUARE GROUP
AND
NELSON, MULLINS, RILEY & SCARBOROUGH LLP**

This agreement (Agreement) by and between The Potomac Square Group, (hereinafter referred to as Firm) and Nelson Mullins Riley & Scarborough LLP (hereinafter referred to as Client), whose mailing address is: 101 Constitution Ave. NW #900, Washington, DC 20001, on behalf of the Federation of Bangladesh Chambers of Commerce and Industry.

WHEREFORE, given that the Client desires to retain the Firm to provide public relations services as an independent consultant and the Firm agrees to provide such services, the parties agree, in accordance with the following terms and conditions:

SERVICES AND SCOPE OF WORK

The Firm agrees to provide strategic advice and tactical support to advance the Client's public relations interests, on outreach and engagement with relevant media outlets on behalf of Client's work for the Federation of Bangladesh Chambers of Commerce and Industry.

The person principally responsible for providing these services shall be Christopher Cooper (of The Potomac Square Group).

FEES AND TERMS OF AGREEMENT

In consideration of Firm's work under this Agreement, Client will pay a retainer fee of \$25,000 per month for services from April 1, 2023 through September 30, 2023. The term of this agreement may be extended if mutually agreed to by both parties.

Fees and expenses shall be billed and payable within three (3) business days of the receipt of the funds by the Client from the Federation of Bangladesh Chambers of Commerce and Industry. Individual expenses in excess of \$250 shall be pre-approved by the Client.

INDEPENDENT CONTRACTOR

The Parties acknowledge awareness and stated preference that this is an agreement for services as an independent contractor. The Parties will exert all manner of good faith and take all reasonable efforts to ensure performance and prevent repudiation by other parties connected with its activities which could affect its performance under this Agreement. Furthermore, as an independent contractor, Firm shall not be held

liable for any breach or failure to perform under subsequent contracts entered into between Client and any third Party.

It is further understood that Firm is retained by and has contracted with the Client only for the purpose(s) and to the extent set forth above, and that Firm is an independent contractor, and shall be free to provide services to such persons, firms, or corporations as Firm deems advisable so long as same does not create a conflict of interest.

COMPLIANCE WITH APPLICABLE LAWS; REGISTRATION AND REPORTING

Firm and Client agree to comply with all applicable laws, including those under the Lobbying Disclosure Act (LDA), as amended, the Foreign Agents Registration Act (FARA) as amended, and any regulations and/or rules promulgated thereunder. Firm acknowledges and understands that Firm will be solely responsible for Firm's own compliance with all registration and reporting obligations imposed by FARA on Firm in connection with the services performed under this Agreement.

INDEMNIFICATION

Client agrees to defend, indemnify and hold harmless Firm from any and all liabilities, losses, claims, damages, demands, suits, causes of actions, judgements, costs or expenses (including attorney's fees and disbursements) which may incur as a result of any damage or injury sustained as a result of Client's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law; (any property damage, personal injury or death) which results from Client's actions. Firm shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Firm is a defendant or target, such approval not to be unreasonably withheld. Client agrees that Firm shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Firm and that such matters will not be settled without Firm's consent, which consent shall not be unreasonably withheld. If, in Firm's reasonable judgement, a conflict exists in the interests of Firm and Client in such demand, suit investigation or cause of action, Firm may retain its own counsel whose reasonable fees shall be paid by Client. Firm agrees to defend, indemnify and hold harmless Client from any and all liabilities, losses, claims, damages, demands, suits, causes of actions, judgements, costs or expenses (including attorneys' fees, and disbursements) which may incur as a result of any damage or injury sustained as a result of Firm's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law; (any property damage, personal injury or death which results from Firm's actions). Client shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Client is a defendant or target, such approval not to be unreasonably withheld. Firm agrees that Client shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Client

and that such matters will not be settled without Client's consent, which consent shall not be unreasonably withheld. If, in Client's reasonable judgement, a conflict exists in the interests of Client and Firm in such demand, suit, investigation or cause of action, Client may retain its own counsel whose reasonable fees shall be paid by Firm.

CONFIDENTIALITY

In agreement with Client, Firm acknowledges that it may become aware of information, practices, or policies that Client may wish to keep confidential. Firm agrees to maintain that confidentiality and not disclose to any outside party such information either during the period of this contract or thereafter, to extent permitted by law.

SEVERABILITY AND SAVINGS PROVISION

Firm and Client desire that this Agreement be enforced to the greatest degree possible. If any part of this Agreement is held to be unenforceable, void, overly burdensome or invalid, then the remaining parts shall continue to be valid and enforceable as though the invalid portions were not a part.

SEPARATE AGREEMENT

These limitations form a separate and independent agreement which survives termination of the underlying contract between Client and Firm. The failure of Client or Firm to insist on strict performance of this Agreement in any instance shall not be deemed a waiver or a relinquishment of its right to seek strict performance and the Agreement shall continue in full force and effect.

SURVIVAL

All of the warranties and representations contained in this Agreement shall survive termination of this Agreement.

RENEWAL AND TERMINATION

This Agreement may be extended on such terms and conditions as are mutually agreeable. This Agreement may be terminated by either the Client or the Firm, upon thirty (30) days written notice to the other party, without cause notwithstanding the other provisions within this Agreement.

GOVERNING LAW

This Agreement is to be governed by and interpreted in accordance with the law of the Commonwealth of Virginia, and the Parties expressly agree to submit any and all

disputes, claims or controversies to binding Arbitration within the Commonwealth of Virginia.

ENTIRE UNDERSTANDING

This Agreement contains the entire understanding between the parties with respect to this subject matter and supersedes all prior and contemporaneous understandings relating to this subject matter. No amendment, modification or waiver of this Agreement may be accomplished without a written instrument signed by both parties.

By signing below the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other. The parties also bind their successors and assigns with respect to all covenants of this Agreement.

THE POTOMAC SQUARE GROUP

**NELSON, MULLINS, RILEY &
SCARBOROUGH, LLP**

BY:



Christopher Cooper

DATE: June 9, 2023

BY:



Christopher T. Cushing
Managing Principal; Washington DC
Office

DATE:

June 9, 2023