

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 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<br>Wiss & Partners LLP | 2. Registration Number<br>7781 |
|----------------------------------------------|--------------------------------|

3. Primary Address of Registrant  
3000 Albemarle St., NW, Washington, DC 20008-2101

|                                                     |                                                                                                                                |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 4. Name of Foreign Principal<br>Detente Corporation | 5. Address of Foreign Principal<br>Suite 1, Financial Services Centre, Bishop's Court Hill<br>St. Michaels<br>BARBADOS BB14004 |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

6. Country/Region Represented  
BARBADOS

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

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) \_\_\_\_\_

☐ 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(s) 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(s) 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.

Distribution and services center; project manager

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

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

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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.

Marcia A. Wiss, a United States citizen.

**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                                                                                                       |
|-----------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------|
| <u>10/07/2026</u>           | <u>Marcia Wiss</u>          | <u> /s/Marcia Wiss</u>         |
| <u>10/18/2026</u>           | <u>Fadia Antunes</u>        | <u> /s/Fadia Antunes</u>       |
| <u>10/18/2026</u>           | <u>Lorin S. Weisenfeld</u>  | <u> /s/Lorin S. Weisenfeld</u> |
| <u>                    </u> | <u>                    </u> | <u>                      </u>  |

**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

Oct. 16, 2026Fábia Tuma AntunesFábia Tuma Antunes

**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

|                      |                            |                            |
|----------------------|----------------------------|----------------------------|
| <u>Oct. 17, 2026</u> | <u>Lorin S. Weisenfeld</u> | <u>Lorin S. Weisenfeld</u> |
| _____                | _____                      | _____                      |
| _____                | _____                      | _____                      |
| _____                | _____                      | _____                      |

## 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

Oct. 12, 2026 Marcia A. Wiss Marcia A. Wiss

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 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  
Wiss & Partners LLP

2. Registration Number  
7781

3. Name of Foreign Principal  
Detente Corporation

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/01/2018
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Serve as legal counsel to Detente Corporation in an arbitral action against the Government of Indonesia for a breach of contract and enforce any arbitral award rendered by the International Chamber of Commerce arbitral panel.

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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.

Enforce the arbitral award rendered against the Government of Indonesia by the 3 person arbitral panel on May 12, 2026.

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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.

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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, including 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.

On September 30, 2026 on behalf of Detente Corporation, Wiss & Partners sent an email to the Department of State asking for assistance for a 100% United States owned corporation to enforce a valid, binding non-appealable arbitral award against the Government of Indonesia.

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

| Date | Contact | Method | Purpose                                  |
|------|---------|--------|------------------------------------------|
|      |         |        | No Political Activity Contacts to Report |

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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration 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> to the date of registration 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 ☒

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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<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

10/12/2026Marcia A. WissSign/s/Marcia A. WissSignSignSign

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

Oct. 12, 2026 Marcia A. Wiss Marcia A. Wiss

**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

Oct. 16, 2026Fábia Tuma AntunesFábia Tuma Antunes

**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

|                      |                          |                          |
|----------------------|--------------------------|--------------------------|
| <u>Oct. 17, 2026</u> | <u>Lorin S. Weisaupt</u> | <u>Lorin S. Weisaupt</u> |
| _____                | _____                    | _____                    |
| _____                | _____                    | _____                    |
| _____                | _____                    | _____                    |

# WISS PARTNERS

Wiss & Partners LLP  
3000 Albemarle St. N.W.  
Washington, D.C. 20008

Marcia A. Wiss  
Managing Partner

February 23, 2024

Détente Corporation  
The Financial Services Centre, Ground Floor, Ste. 1  
Bishop's Court Hill  
St. Michaels, Barbados  
Attn.: Brien Morgan, Vice President

## Engagement Letter

Dear Mr. Morgan:

We are pleased that Détente Corporation (the "Client") has engaged Wiss & Partners LLP (the "Firm") to advise and represent it in any disputes arising out of or related to the contract for the provision of project management services between the Client and the Government of Indonesia dated July 1, 2016 (as amended September 15, 2016, the "SatKomHan Contract"), including, without limitation, in the arbitration pursuant to the Rules of International Arbitration of the International Chamber of Commerce and any enforcement actions arising therefrom.

This letter and the accompanying General Terms of Representation are intended to formalize our retention as required by applicable Rules of Professional Conduct, and shall be effective as of October 1, 2018, when we first began work on this matter.

We will e-mail our statements to you monthly in a PDF file unless you advise us that the statements should be sent to someone else or that you would prefer to receive statements by mail. Statements will become due 30 days after issuance.

We greatly appreciate the opportunity to work with you on this matter. Please sign and return this letter to us at your earliest convenience.

Sincerely,



Marcia A. Wiss  
Managing Partner  
Wiss & Partners LLP

3000 Albemarle Street, NW  
Washington, DC 20008

Enclosure (1)

**AGREED AND APPROVED**

DÉTENTE CORPORATION

By  \_\_\_\_\_  
Mr. Brien Morgan, Vice President

Date: \_\_\_\_\_

## **GENERAL TERMS OF REPRESENTATION**

Wiss & Partners LLP (the "Firm") provides legal services in connection with the matter referred to in our letter of February 23, 2024 (the "Transmittal Letter"), for services that have been provided since October 1, 2018. All past, present and future work performed by the Firm shall be governed by the terms described in that letter and on the following terms and conditions.

### ***Staffing***

We expect the following attorneys and legal specialists to work on this matter, with the assistance of others as may be appropriate: Marcia A. Wiss, Lara Karam, William Sandler and Fádía Tuma Antunes. Staffing needs, of course, change over time; and we will make adjustments to staffing assignments in accordance with those needs.

### ***Compensation***

We will provide our services on our standard rates for attorneys' and other professionals' time, which rates are subject to periodic revisions. My current hourly rate is \$1,250, William Sandler's is \$1,100, Lara Karam's is \$1,000 and Fádía Antunes' is \$600.

In line with the terms of our engagement on the SatKomHan Project matter, Fádía's hourly rate will be billed at \$350/hour for all work performed until January 2020, when she was admitted to practice in the District of Columbia, at \$450/hour for all work she performed between February 2020 until October 2022, when she became counsel at the Firm, and at her current \$600/hour rate from November 2022 forward. The rate of other attorneys who may work on this matter range from approximately \$600 to \$1,250.

You should send payment of our invoiced fees to:



### ***Payment of Fees and Other Charges***

When the Client is paying fees on a current basis, i.e., within 30 days of receipt of the invoice, fees will be charged on a 1 to 1 basis. If fees are outstanding more than 30 days after receipt of the invoice, all future fees (until the Client is current on outstanding fees) will be charged on a 1 to 1.4 basis; i.e. fees will be 40% more than the initially invoiced fees. We will bill you monthly for legal services and other charges (other charges being billed in accordance with the listed schedule) and will provide you with a detailed description of those services on a timely basis. You agree to promptly reimburse us for any of our out-of-pocket charges incurred and paid on your behalf. If major third-party charges are incurred in connection with the representation, such as travel, printing bills, filing fees, court reporting fees, expert witness fees, our normal practice is to forward such statements directly to you for payment. The Firm will require advance payment for any major third-party expenses incurred. Our fees reflect charges net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of value added taxes, sales taxes, stamp taxes or

taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding or deduction, we receive and retain a net sum equal to the amount of the bill.

The Firm has the right to cease work and withdraw from the representation in accordance with applicable Rules of Professional Conduct. If collection efforts are required, the Firm shall be entitled to recover from the Client all costs and fees, including reasonable attorneys' and collection agencies' fees and other charges, incurred in connection with such collection efforts.

### ***Conflicts and Confidential Information***

To prevent any future misunderstanding and to preserve the Firm's ability to represent you and our other clients, we confirm the following understanding about certain conflicts of interest issues:

- a) Unless we have your specific agreement that we may do so, we will not represent another client in a matter which is substantially related to a matter in which we represent you and in which the other client is adverse to you. We understand the term "matter" to refer to transactions, negotiations, proceedings, or other representations involving specific parties.
- b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that we will be free to represent any other client either generally or in any matter in which you may have an interest.
- c) The effect of subparagraph (b) above is that we may represent another client on any issue or matter in which you might have an interest.

If, at a later time, the Client withdraws or modifies this advance waiver in any material respect, it agrees that, at such time, the Firm shall also have the right to withdraw from its representation of the Client pursuant to this agreement.

- d) We do not view this advance consent to permit unauthorized disclosure or use of any client confidences. Under applicable Rules of Professional Conduct, we are obliged to and shall preserve the confidentiality of any confidential information you provide to us. In this connection, we may obtain non-public personal information about you in the course of our representation. We restrict access to your non-public personal information to Firm personnel who need to know that information in connection with our representation and, as appropriate, third parties assisting in that representation. We maintain appropriate physical, electronic, and procedural safeguards to protect your non-public personal information. We do not disclose non-public personal information about our clients or former clients to anyone, except as permitted by law and applicable Rules of Professional Conduct.
- e) We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.
- f) The fact that we may have your documents and/or information, which may be relevant to another matter in which we are representing another client, will not prevent us from representing that other

client in that matter without any further consent from you.

- g) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters for you.
- h) You authorize the Firm to list Client and use basic information regarding the engagement in its public list of clients as well as in formal proposal materials. Except for the foregoing authorized uses, neither party shall publicly use the other party's name, logo or other trademark/service mark without the prior written consent of such party.

### ***Client Identification and Authorization***

You agree that the person or entity identified as engaging us in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries or other affiliates unless we expressly agree in writing to do so. You also represent that the person signing this engagement agreement has the authority to bind the Client to this agreement. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. There is no attorney-client relationship between the Firm and any such related person or entity. The attorney-client privilege is solely between the client and the Firm. Any proposed expansion of the representation to include any such related persons or entities shall be subject to and contingent upon execution of an engagement letter directly with those persons or entities.

### ***Foreign Agents Registration Act***

Under certain circumstances, lawyers who represent non-U.S. clients with respect to certain matters, including political activities, public relations, and advocacy before any agency or official of the U.S. government, must publicly disclose such activities under the Foreign Agents Registration Act. If our activities on your behalf trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of you, the general nature of our activities on your behalf, and the Firm's income from such activities. We will bill you for any time spent complying with the Act's requirements in connection with matters handled for you.

### ***Scope of Services***

Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that which is described in the Transmittal Letter.

### ***Arbitration***

You agree that any dispute between you and the Firm regarding legal fees and costs ("fee disputes") shall be submitted to the Attorney/Client Arbitration Board of the District of Columbia Bar ("ACAB") for binding resolution by arbitration.

ACAB provides a relatively informal and efficient arbitration service, in accordance with District of Columbia arbitration law, for the resolution of fee disputes between D.C. Bar members and their clients.

By agreeing to ACAB arbitration, you understand that you are waiving certain rights and access to dispute resolution processes that would otherwise be available. These include, but are not limited to, the right to have fee disputes resolved by a court of competent jurisdiction; the right to have fee disputes decided by a judge or jury; and the right to engage in formal discovery that is available in litigation but unavailable in arbitration. Unlike litigation, ACAB arbitration does not have an appeal process. In accordance with District of Columbia arbitration law, there is only a limited right of appeal available. Awards by ACAB arbitration hearing panels are binding on both parties and may be entered in court as an enforceable legal judgment.

You acknowledge that prior to entering into this agreement, we have adequately explained and answered any questions you have about this mandatory arbitration clause. You hereby knowingly agree to participate in ACAB arbitration of fee disputes if requested by the Firm.

**NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

### *Application of these Terms*

The Transmittal Letter, this statement, and the accompanying schedule of other charges will govern our relationship with you upon our retention even if you do not sign and return a copy of the Transmittal Letter. In the event that we agree to undertake additional matters, any such additional representations will be governed by the terms and conditions of this agreement unless we mutually agree otherwise in writing. Our representation will be deemed concluded at the time that we have rendered our final bill for services on this or any other matter undertaken for you. If you retain us as agent for a third party, you confirm that you have authority to retain us on the terms and conditions set forth herein. If you disagree with any of these terms and conditions, please advise us immediately by return correspondence, so that we can resolve any differences at the outset of this engagement and proceed with a clear, complete, and consistent understanding of our relationship. This letter agreement supersedes any prior agreement with you with respect to our engagement to provide professional services to you, with the exception of any consent or waiver that you previously provided in relation to other engagements of the Firm. The terms and conditions of this letter may be modified or amended only by written agreement signed by the Firm and by you or another authorized representative of the client, and neither party may bind the other party by unilateral submission of additional or different terms and conditions absent written consent to such terms and conditions by the other party.