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OMB No. 1124-0004; Expires July 31, 2023

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	2. Registration Number
ArentFox Schiff LLP	6952

3. Name of Foreign Principal
Kurdistan Regional Government

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? 01/24/2023

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached engagement letter.

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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.

Provide advice on legal matters and policy-related matters to the foreign principal. These matters include advice to the foreign principal in relation to the U.S. Government policies on Iraq and the Middle East. Such assistance will include making contact with members of the Legislative and Executive Branch of the U.S. Government.

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

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.

Provide advice on legal matters and policy-related matters to the foreign principal. These matters include advice to the foreign principal in relation to the U.S. Government policies on Iraq and the Middle East. Such assistance will include making contact with members of the Legislative and Executive Branch of the U.S. Government.

11. Prior to the date of registration[2] 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 register[3] 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

13. During the period beginning 60 days prior to the obligation to register[4] 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

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.

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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
05/28/2023	Gerald L. Mitchell	/s/Gerald L. Mitchell

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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
May 28, 2023	Gerald L. Mitchell	

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ArentFox Schiff LLP
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Washington, DC 20006

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afslaw.com

January 24, 2023

The Honorable Bayan Sami Abdul Rahman
The Kurdistan Regional Government
1532 16th Street, NW
Washington, DC 20036

Re: **Engagement Agreement**

Dear Bayan:

This letter describes the terms on which ArentFox Schiff LLP (the **Firm, we or us**) has agreed to provide legal services to Kurdistan Regional Government (the **Client or you**). The Firm's internal policies require us to provide you with a written statement of the terms on which you will engage the Firm and on which the Firm agrees to provide legal services to you.

DESCRIPTION OF ENGAGEMENT

We have agreed to provide you legal advice on various issues including legal and regulatory matters in the United States. We have also separately agreed to advise you on strengthening your alliance with the United States, tracking and monitoring legislation in Congress, advising on US policy and informing on matters that impact your interests in the Middle East.

DESCRIPTION OF BASIS FOR LEGAL FEES

We will charge a flat monthly fee of $20,000 per month for all services.

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WIRE TRANSFER INFORMATION

For future payments, please use the following wire transfer information:

Bank:	[redacted]
Address:	
ABA#:	
SWIFT CODE:	
Account#:	
Beneficiary Name:	ArentFox Schiff LLP
Beneficiary Address:	1717 K Street, NW Washington, DC 20006
Reference:	Client/Matter #, Client Name, and Invoice Number

OTHER CHARGES

In addition to fees, the Client will be responsible to reimburse the Firm for Third-party costs incurred on the Client's behalf and to pay the Firm's customary charges for various services such as toll calls, travel, transcripts, facsimiles, computer database uses, duplicating, and messengers. In some cases, the Firm's customary charges for these services exceed the direct costs incurred by the firm in providing these services.

GENERAL PROVISIONS

The provisions attached to this letter and entitled "General Provisions" are incorporated into this letter with the same effect as if they were expressly set forth in this letter. Incorporated into these provisions is our agreement and commitment to keep all information you provide to us confidential to the fullest extent required by the applicable rules of professional conduct.

We have also attached your Billing Guidelines and incorporate them into these provisions by reference. If an inconsistency arises between these General Provisions and your Billing Guidelines, the Billing Guidelines control.

If you have any questions about this letter, please do not hesitate to call to discuss them before countersigning this letter. If you do wish to proceed, please sign the enclosed copy of this letter and return it to me to confirm your agreement to the terms of our engagement. We look forward to working with you.

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Very truly yours,



Arent Fox LLP

Agreed: **Kurdistan Regional Government**

By: Bayan Rahman

Print Name: Bayan Sami Abdul Rahman

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GENERAL PROVISIONS

DESCRIPTION OF BASIS FOR CHARGES OTHER THAN LEGAL FEES

In addition to fees, you will be responsible to reimburse us for third-party costs incurred on your behalf and to pay our customary charges for various services such as toll calls, travel, facsimile, central word processing, LEXIS/WESTLAW and other computer database uses, duplicating, messengers, secretarial overtime, and transcripts, if applicable. In some cases, our customary charges for these services exceed the direct costs incurred by us in providing these services.

BILLING AND PAYMENT PROCEDURES

Our statements will be rendered periodically, typically monthly. Charges for expenses will be based on information available to us at the time the statements are rendered. In appropriate cases, the statements may include estimated charges for expenses, in which event the estimates will be reconciled when final information becomes available.

Our statements are payable upon receipt. Prompt payment is a requirement for our continued representation. If statements are not paid within 30 days after the invoice date, we retain the right to charge interest on overdue amounts at the rate of 1% per month (12% Annual Percentage Rate). In the unfortunate event that we are forced to incur collection costs to obtain payment, you also will be responsible for the collection costs, including reasonable attorneys' fees.

Under the District of Columbia Rules of Professional Conduct, amounts owed by us to you (including retainer balances, advance payments on account of fees and expenses and intentional or inadvertent overpayment of invoices) are treated as your property and required to be held in escrow unless you consent to treating these amounts as indebtedness of us to you. These amounts are not significant compared to our resources, and we believe that treating such balances as our unsecured obligations involves no significant risk to you. You consent to treating amounts owed by us to you (including retainer balances, advance payments on account of fees and expenses and intentional. or inadvertent overpayment of invoices) as our property, owed to you, and not your separate property. Of course, in any case, if our fees and charges are less than the balance of the retainer (or any credit balance of your account with us) at the conclusion of the representation, we will refund the balance at that time.

TERMINATION OF REPRESENTATION

Your Right to Terminate Representation

You have the right to terminate our representation at any time. If you do so, you will be responsible for the fees and charges incurred in connection with our representation up to the termination, and for the fees and charges to transfer the work to another attorney. These charges will include the copying costs necessary to create a duplicate set of files, if we elect to retain one for our records.

Our Right to Terminate Representation

We may also terminate our representation of you for any reason consistent with the rules of professional conduct, including non-payment of fees and charges.

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Conclusion of Our Representation

At any time there are no active matters in which we are representing you, you will be considered a former, rather than a current, client of ours, unless and until you ask us to perform additional services and we agree to perform such additional services. If you become a former client, we will be entitled, under applicable rules of professional conduct, to undertake representations adverse to you in matters that are not the same as, or substantially related to, the work We performed for you.

LIMITATION ON OUR OBLIGATIONS

You agree that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described under the paragraph entitled "Description of Engagement". You also agree that our representation does not entail a continuing obligation to advise you concerning legal developments that arise after we have completed an assignment for you, even if the developments affect a matter in which we have represented you.

ADVANCE CLEARANCE OF CONFLICTS OF INTEREST

You are aware that we represent many other companies and individuals. It is possible that some of our existing or future other clients will have disputes with you (or your affiliates) or engage in transactions with you (or your affiliates) during the time that we are representing you. Therefore, as a condition to our agreement to undertake the representation of you, you have agreed that, without further notice to you, we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not the same as, or substantially related to, any matter in which we represent you, even if the interests of the other clients in those other matters (or in the matters in which we represent you) are directly adverse to you (or your affiliates). Of course, under no circumstances will we, in the course of representing any other client, use or disclose any confidential, non-public information that we have obtained as a result of our representation of you. You recognize that the agreement in this paragraph is an essential condition of our representation of you and you therefore agree that it cannot be terminated without our written consent.

AFFILIATES

If you are an entity that has affiliates, we and you agree that only you will be our client and we will not be deemed to be representing any affiliate of yours unless and until we enter into a separate written engagement letter with it.

NONLAWYER PROFESSIONALS

Some of our services may be provided by nonlawyer professionals (such as government relations directors, legal assistants, project assistants and law clerks). You should be aware that communications between you and a nonlawyer professional may not be covered by the attorney-client privilege even if the same communication would be protected by that privilege if made between you and an attorney.

RETENTION OR DESTRUCTION OF RECORDS

We adopt policies from time to time concerning the retention or destruction of records relating to engagements by clients. After the conclusion of the our representation of you on any particular matter, we may destroy any records as we believe is appropriate after providing notice to you. If you and we agree

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that we will retain records for a particular period, that agreement will supersede this general rule. If we are required by applicable law to retain records for a particular period, the applicable law will supersede this general rule.

DISPUTE RESOLUTION PROCEDURES

If any dispute involving legal fees or expenses develops between us and you, the dispute will be resolved exclusively by resorting to arbitration before the District of Columbia Bar Attorney Client Arbitration Board (the ACAB), in accordance with the rules established by the ACAB for the conduct of such arbitrations. The ACAB's rules are available from the ACAB staff. The ACAB also provides counseling to clients regarding ACAB's rules and the legal effects of agreeing to arbitration. We encourage you to contact the ACAB for counseling and information regarding this arbitration provision or the rules of the ACAB prior to your execution of this letter. The phone number for the ACAB is (202) 737-4700, extension 216.

In connection with any dispute involving legal fees or expenses, neither we nor you will seek relief from any court except to enforce the arbitration award. If for any reason this arbitration procedure is unavailable, then we and you agree that any litigation will be commenced only in the United States District Court for the District of Columbia (or, if there is no federal jurisdiction over the matter, in the Superior Court of the District of Columbia) and you consent to the exclusive jurisdiction of that court.

GOVERNING LAW

The provisions in this letter will be governed by the laws of the District of Columbia.

CONDITION TO REPRESENTATION

Our agreement to represent you is subject to the approval of the Firm's Financial Management Committee. If for any reason the representation is not approved, we will inform you promptly. If the representation is not approved and if, at the time of such disapproval, we have commenced working on your matter, our representation will be deemed to be terminated and we will not charge you for any legal fees we have incurred on the matter.

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