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OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, 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 and Address of Registrant	2. Registration No.
MSLGROUP Americas, Inc.d/b/a Qorvis MSLGROUP d/b/a Qorvis Communications	5483

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Republic of Fiji COP23 Presidency	9th Floor Suvavou House, Victoria Parade PO Box 2212, Government Buildings Suva, Fiji

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Republic of Fiji COP23 Presidency, United Nations Climate Change Conference

b) Name and title of official with whom registrant deals

John Connor, Secretary General, Fiji COP23 Secretariat

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

1 "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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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

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 ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
November 02, 2018	Shereen Soghier, Senior Vice President	/s/ Shereen Soghier eSigned

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OMB No. 1124-0004; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, 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 No.
MSLGROUP Americas, Inc.d/b/a Qorvis MSLGROUP d/b/a Qorvis Communications	5483

3. Name of Foreign Principal

Republic of Fiji COP23 Presidency

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

See attached contract.

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

Disseminated information to members of the U.S. public and U.S. media, as a component of a broader effort to communicate with a global audience to support and promote the COP23 Presidency held by Fiji, including through provision of content for COP23.com.fj, twitter.com/COP23, facebook.com/COP23fj, Instagram.com/COP23fj, provided support in connection with events and media opportunities within the U.S. for the COP23 president and others, and placed an op-ed in U.S. media regarding the COP23 Presidency.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

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

See response to question 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
November 02, 2018	Shereen Soghier	/s/ Shereen Soghier eSigned

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

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Washington, DC 20036

February 1, 2017

Hon. Aiyaz Sayed-Khaiyum
Attorney-General and Minister for Economy,
Public Enterprises, Civil Service and Communications
Suvavou House, Seventh Floor
Victoria Parade
Suva, FIJI

Dear Mr. Attorney-General:

MSLGROUP Americas, Inc., d/b/a Qorvis MSLGROUP ("Qorvis") is delighted to provide public relations services to the government of the Republic of Fiji ("Client"). In this letter (the "Agreement"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our Agreement, we will provide services on behalf of Client as described herein. These services will be performed in the United States.

2. This Agreement will begin on March 1, 2017 and will continue through December 31, 2018. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. You will remain liable for all fees and expenses incurred by Qorvis on your behalf through the date of termination. Such fees and expenses shall include payments prorated on a monthly basis over the term of this Agreement plus pre-approved out-of-pocket expenses.

3. We will bill you as follows:

   (a) Client will submit monthly payments in the amount of $10,000 USD on or about the first (1st) day of each month beginning on April 1, 2017.

   (b) Copies of our bills will be sent directly to you and can be remitted by any of the following means:

Electronic Payments:	**Check Payments:**	**Courier/Express Mail:**
Bank of America Chicago, IL SWIFT: BOFAUS3N [redacted]	MSLGROUP 13273 Collections Center Dr. Chicago, IL 60693	Bank of America Lockbox Services 13273 Collections Center Dr. Chicago, IL 60693

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4. Time is of the essence for the payment obligations hereunder. Overdue payments shall accrue interest at a monthly rate of 1.5% or the maximum allowed by law, whichever is less. Interest shall accrue on a daily basis from the date payment becomes due until Qorvis has received payment of the overdue amount together with all accrued interest. Overdue payments are payments received by Qorvis sixty (60) days or more from the date the invoice was submitted to Client.

5. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry which Client furnishes to Qorvis. It will be the Client's responsibility to review all advertising, promotional, publicity and other materials prepared by Qorvis under this Agreement to confirm that representations with respect to Client's organization, products, services and industry are accurate and supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions of Client's organization, products, services and industry and competitive products and services.

6. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.

7. You will not request, and nothing in this Agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this Agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.

8. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or any third party acting on behalf of or directing Client) negligent acts, errors or omissions, or arising out of or related to materials provided by Client or any instructions from Client. The duties to indemnify shall not terminate with the cancellation of this Agreement.

9. It is agreed that Qorvis will indemnify Client against any loss or expenditure (including reasonable attorneys' fees and costs) that it may incur as the result of any claim, suit or proceeding made or brought against it to the extent caused by Qorvis' (or anyone acting on behalf of or directing Qorvis) grossly negligent or willful acts, errors or omissions. Provided, however, that in no case shall Qorvis be obligated to indemnify Client for losses or expenditures which, in the aggregate, exceed the total sum of the fees paid to Qorvis under this Agreement. The duties to indemnify shall terminate with the cancellation of this Agreement.

10. Both parties agree that during the term in which Qorvis provides services to you hereunder and for a period of twelve months (12) thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, nor hire any such employee to perform the same function.

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11. If you should hire one of our employees who has participated in any services under this Agreement (or a former employee if within six months following employment with Qorvis), we will charge you a finder's fee equal to 20% of the person's first year total compensation with your company.

12. Qorvis shall take reasonable care of any property belonging to the Client and made available to Qorvis for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and Qorvis shall not be subject to any other liability for it.

13. If any provision of this Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.

14. Neither party may assign, sublicense or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed), except if assignment is to an affiliated entity.

15. This Agreement binds and benefits the permitted heirs, successors, and assignees of the parties.

16. Neither party shall be liable for any delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from any cause or circumstances whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any event of force majeure. In the event of a force majeure where we cannot provide services hereunder, you shall not be obligated to pay any fees hereunder until such force majeure is over and services hereunder are fully resumed.

17. This Agreement and the documents referred to in them will be governed and construed in accordance with the laws of the District of Columbia without regards to any conflicts of law provisions. This Agreement and the documents referred to in it contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of this Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in this Agreement.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by email PDF or similar format shall bind the parties to the terms and conditions of this Agreement with the same force and effect as if such facsimile, PDF, or other similar format were an original signed copy of this Agreement.

19. Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.

20. All notices must be in writing. Any notice to be served on the other party shall be sent by recorded delivery, registered post or fax. Notices sent by registered post or recorded

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delivery shall be deemed to be served within 72 hours of posting, and by fax within 24 hours if sent to the correct fax address of the addressee.

21. Both parties will designate a decision maker who will be tasked with the responsibility of responding to any issues that may arise and to whom all notices will be sent.

22. Each party has had the opportunity for counsel to review this Agreement and no presumption shall be made against the drafter of this Agreement.

23. IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, DELIVERABLES, ANY STATEMENT OF WORK OR CHANGE ORDER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

24. YOU AGREE THAT REGARDLESS OF ANY STATUTE OF LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

25. Client agrees to allow the use of Client's name for Qorvis' general marketing purposes, such as in a client list in a new client press release or in such a list on the Qorvis website.

26. **Qorvis is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

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If you have any questions about this Agreement, please call our office. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

The signing parties hereto acknowledge that they have received and reviewed this document's terms and conditions. This Agreement shall become effective upon the signatures of both parties.

By: **MSLGROUP Americas, Inc., d/b/a Qorvis MSLGROUP**

Michael Petruzzello
Managing Director

22-09-17
Date

By: **Republic of Fiji**

Aiyaz Sayed-Khaiyum
Attorney-General and Minister of Economy, Public Enterprises, Civil Service and Communications

22 - 09 - 17
Date

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Exhibit A

Statement of Work

Qorvis will provide the following services during the term of this Letter Agreement as requested by client, subject to the capacity of the team:

- Maintain and provide content for basic digital platforms, including website and social media, to disseminate information about the conference and information of general, educational and scientific interest on climate change and its effects, and to support and promote Fiji's COP23 presidency. This information can be in written, photographic, audio and video form.
- Arrange media events and opportunities, including news conferences, interviews, television and radio appearances and placement of op-eds, as necessary and appropriate, for the COP23 president, negotiator, champion and other officials.

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