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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

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

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

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
FGS Global (US) LLC (FKA FGH Holdings LLC)

2. Registration Number
5666

3. Primary Address of Registrant
1025 F Street, NW, 9th Floor, Washington, DC 20004

4. Name of Foreign Principal
The Government of the Turks and Caicos Islands

5. Address of Foreign Principal
Office of the Premier, Leeward Highway
Providenciales, Turks and Caicos Islands
TURKS AND CAICOS ISLANDS

6. Country/Region Represented
TURKS AND CAICOS ISLANDS

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

- [x] 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 _____

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

a) Branch or agency represented by the registrant
The Government of the Turks and Caicos Islands

b) Name and title of official with whom registrant engages
Miquel Swann, Deputy Permanent Secretary, Office of the Premier of the Turks and Caicos Islands

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

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.

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 ☐

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

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.

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EXECUTION

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

Date	Printed Name	Signature
10/10/2022	Vickee Jordan	/s/Vickee Jordan

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EXECUTION

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Date	Printed Name	Signature
		Vickee Jordan

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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
FGS Global (US) LLC (FKA FGH Holdings LLC)	5666

3. Name of Foreign Principal

The Government of the Turks and Caicos Islands

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 10/07/2022

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

FGS Global will provide strategic counsel and tactical communications support to the Government of Turks & Caicos in the wake of a series of violent incidents on the island. FGS Global will provide strategic counsel and will be responsible for written materials and sharing them with the media and other important stakeholders.

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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.

See Appendix for Response

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.

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 ☒

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 ☒

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount

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

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Date	Printed Name	Signature
10/10/2022	Vickee Jordan	/s/Vickee Jordan

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EXECUTION

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Date	Printed Name	Signature
		Vickee Jordan

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Appendix
Response to Item 9

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

FGS Global will be responsible for strategic communications services.

The mandate will include:
- Monitoring media coverage from US/North American media and sharing reports;
- Drafting statements and other communications materials;
- Providing a proposal on social media advertising;
- Participating in conference calls; and
- Distributing statements to media outlets and providing media relations support.

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SERVICES AGREEMENT

THIS AGREEMENT is made the 7th day of October 2022

B E T W E E N:

Miquel Swann, Deputy Permanent Secretary, Office of the Premier of the Turks and Caicos Islands, acting in the name of and on behalf of the Government of the Turks and Caicos Islands, Leeward Highway, Providenciales, Turks and Caicos Islands (**"the Client"**)

OF THE FIRST PART

A N D

FGS Global (US) LLC whose registered address is 909 Third Avenue, Floor 32, New York, NY 10022 (**"the Contractor"**)

OF THE SECOND PART

NOW THIS AGREEMENT WITNESSETH as follows:

1. In consideration of the payment(s) to be made by the Client to the Contractor hereby agrees with the Client to perform the Services in conformity with the terms of this Agreement;

2. the Client hereby agrees to pay the Contractor in consideration of the performance of the Services in the amount and manner as prescribed by this Agreement which includes Schedule 1 annexed hereto.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with the laws of the Turks and Caicos Islands.

Executed for and on behalf
of **THE GOVERNMENT OF THE TURKS &**
CAICOS ISLANDS by **Miquel Swann,**
Deputy Permanent Secretary,
Office of the Premier of the Turks and Caicos Islands
in the presence of:



Miquel Swann



Witness

Althea S Malcolm Been
Name of witness

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The Common Seal of **FGS Global (US) LLC**, **the Contractor** was hereunto affixed by its duly authorize officer(s) in the presence of: }

Ajay Junnarkar
Chief Financial Officer

Melody Dymek

Witness

Melody Dymek

Name of witness

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CONDITIONS

1. Scope of Services

1.1 The Contractor shall perform the Services in accordance the Scope of the Services and the Statement of Works as stated in Schedule 1 of this Agreement.

1.2 Time is of the essence in respect of obligations in this Agreement to perform certain actions or do certain things by a given date.

2. Engagement

The Contractor's engagement under this Agreement for the performance of the Services starts on the Commencement Date of Services, and shall continue until the expiry of the Agreement. The Commencement Date of Services and the Expiry Date of Services are stated in the Particulars of the Agreement.

3. Duties and Responsibilities

3.1 The Contractor shall perform all the Services under this Agreement for the duration of the Agreement, shall assist and provide prompt advice on any matter within the scope of its duties under the Agreement.

3.2 The Contractor shall exercise all reasonable skill, care and diligence in the performance of its duties under this Agreement.

3.3 During this the Contractor shall act loyally and faithfully to the Client, and shall not do anything to harmful or to harm the reputation or activities and interests of the Client.

3.4 The Contractor shall make itself available in the Normal Business hours of the Client when the Contractor's work requires coordination with the employees, agents or representative of the Client.

3.5 The Contractor shall perform all other services in the ordinary course of its activities which reasonably necessary for the proper performance of the Services agreed under this Agreement.

3.6 The Contractor will secure at its own expense all personnel required in the performance of the Services under this Agreement, who shall be fully qualified to perform such Services. Such personnel shall not be employees of or have any contractual relationship with the Client.

3.7 For the purpose of this Agreement, the word Contractor may also mean the employees, personnel, agents and representatives of the Contractor.

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3.8 The Contractor shall not sub-contract or assign any rights or obligations under the Agreement without the prior consent of the Client.

4. Client's Property

Anything supplied by or paid for by the Client for the use of the Contractor, or anything created for the Client under this Agreement, shall be the property of the Client, and where applicable shall be so marked. The Contractor is only entitled to use the Client's property in accordance with the Agreement and rights are intended to be transferred. When the Services are completed or terminated the Contractor shall furnish inventories to the Client of what has not been consumed in the performance of the Services and shall deliver it as directed by the Client.

5. Confidential Information

5.1 Except as authorised or required in the performance of the Services, the Contractor shall keep confidential and shall not use or disclose, and shall use its best endeavours to prevent the use or disclosure of, any of the Client's confidential information, which includes but is not limited to information relating to our organisation, transactions, finances, technology, processes, specifications, methods, designs, formulae or other of the Client's activities or affairs or those concerning the Client's staff activities.

5.2 The Contractor may disclose any such confidential information (i) if the Contractor notifies the Client that it has determined, in good faith, that such disclosure is required under applicable law, or (ii) if the Contractor is required to disclose such information (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), provided that the Contractor shall cooperate with the Client to limit the extent of such disclosure through protective order or otherwise, and to seek confidential treatment of any portion of the information to be disclosed under this clause (iii) as the Client may designate in writing.

5.3 If, in the absence of a protective order, the Contractor is compelled to disclose such information to any tribunal or else be held liable for contempt or suffer other censure or penalty, the COntractor may disclose such information to such tribunal without liability hereunder once prior notification has been given to the Client.

5.4 Confidential information shall not be deemed to include information which (a) is public knowledge or becomes generally available to the public other than as a result of disclosure by us; (b) was completely and

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independently received by the Contractor from a third party not connected with this agreement, who, to the Contractor's reasonable knowledge, was not prohibited from disclosing it to the Contractor, or (c) is in the Contractor's possession prior to disclosure by the Client and it is otherwise in the public domain.

6. Place of Work

The Contractor shall render services primarily at Contractor's office, but will, upon request or as required in accordance with the Service, provide the services at Client's offices or such other places as reasonably requested by the Client as appropriate for the performance of particular services.

7. Training

The Contractor shall deliver training to officers of the Client in accordance with the Terms of Service in Schedule 1.

8. Payment and Expenses

8.1 In consideration of the provision of the Services by the Contractor, the Client shall pay the Cost of Services as set out in Particulars, in accordance with this clause. The charges shall be paid in United States Dollars unless otherwise agreed in writing between the Client and the Contractor.

8.2 The charges and payments by the Client exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by the representative of the Contractor's team due to travel to the Turks and Caicos Islands in connection with the Services, which shall be invoiced by the Contractor at cost. The Contractor shall obtain the Client's written approval before incurring any such expense exceeding $1,000.00.

8.3 The Client shall pay the Contractor a deposit representing fifty (50%) percent of the Cost of Services upon the execution of this Agreement and no later than thirty (30) days after receipt of invoice rendered by the Contractor.

8.4 Subclause 8.3 excepted, the Client shall pay each invoice which is properly due and submitted to it by the Contractor, no later than thirty (30) days of receipt, which the Contractor shall render to the Client after the Contractor's performance of each Stage of the Services as described in the Statement of Works in Schedule 1 of this Agreement.

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8.5 All payments shall be made in accordance with the banking details described in the Particulars.

9. Information

The Client shall so as not to delay the Services and within a reasonable time give to the Contractor all information in his possession.

10. Facilities and Equipment

If appropriate, the Client shall make available free of charge suitable office space and such other facilities, and equipment as may be necessary to enable the Contractor to properly to perform its duties.

11. Assistance

11 In the Turks and Caicos Islands in respect of the Contractor or its personnel, the Client shall do all in its power to assist in:

a) the provision of documents necessary for entry, residence, work and exit;

b) providing transport, and unobstructed access wherever it is required for the performance of the Services;

c) import, export and customs clearance of the goods required for the performance of the Services at no cost to the Contractor;

d) providing access to other organisations for collection of information which is to be obtained by the Contractor.

12. Insurance and indemnities

12.1 The Contractor shall:

12.1.1 have in place one or more insurance policies to cover the liabilities that may arise from the Contractor and the Contractor's employees or sub-contractors performing the Contractor Services;

12.1.2 ensure that the insurance policies shall remain in force during the period this Agreement is in force.

12.2 Neither the Party shall be held liable to the other for indirect, incidental, consequential, special, punitive or exemplary damages arising in any manner from the activities contemplated by this agreement, whether under

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contract, tort, or other cause of action, even if such party has been advised of the possibility of such damages.

12.3 Except as expressly provided herein, neither party makes any warranty, express or implied, regarding the services to be provided hereunder or that any software or other electronic devices provided or website created or hosed by the Contractor will be error free or operate without interruption and the warranties of title, merchantability and fitness for a particular purpose are expressly excluded.

12.4 Notwithstanding any other provision herein, the total, aggregate liability for all clams arising in connection with this agreement shall not exceed $100,000 and the total liability for any specific claim shall not exceed the payments received and retained by the Contractor as its fee for the services with respect to the claim made.

12.5 Claims made for damages must be made by the Client within one year of the incident to which they relate or be forever barred. Each party shall exercise commercially reasonable efforts to mitigate any damages to the other party.

13. Termination

13.1 This Agreement for the performance of the Services may be terminated by the Client by serving two (2) weeks' notice on the Contractor, unless otherwise provided in the Particulars.

13.2 The Client shall in addition have the right to terminate this Agreement by notice to the Contractor immediately and without liability for compensation or damages if the Contractor:

13.2.1 fail to comply with any express or implied obligations under this Agreement; or

13.2.2 fail or cease to perform the duties under the Agreement to the reasonable satisfaction of the Contractor; or

13.2.3 becomes unable or is prevented from carrying out the duties under this Agreement for any cause for a period exceeding two (2) weeks in aggregate any time after the commencement date.

14. Warranty

Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.

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15. Amendments

No amendments or modification of this Agreement or any provisions or the Schedule of this Agreement shall be valid unless made in writing and signed by both parties to this Agreement

16. Governing Law

This Agreement shall be governed by the Laws of the Turks and Caicos Islands, and the Courts of the Turks and Caicos Islands shall have exclusive jurisdiction over all matters regarding the Agreement.

17. Notices

Any notice or other communication required or permitted to be given hereunder shall be sent either by email, registered (air) mail, return receipt requested if available, delivered by hand against receipt, addressed as follows:

If to the Client:	**Miquel Swann** Deputy Permanent Secretary Office of the Premier Leeward Highway Turks and Caicos Islands Email: mswann@gov.tc
If to the Contractor:	**FGS Global (US) LLC** 909 Third Avenue, Floor 32, New York, NY 10022 Attn: Ajay Junnarkar, CFO Email: ajar.junnarkar@fgsglobal.com

or at such other place as the relevant party may, giving reasonable notice, direct in writing.

Any notice sent by registered mail shall be deemed to have been received seven (7) days after posting unless previously received.

18. Entire Agreement

This Agreement inclusive of Schedule 1 constitutes the entire agreement between parties and supercedes and replaces all agreements, arrangements and understandings relating to the subject matter hereof, whether reduced to writing or not, that may have preceded this Agreement.

19. Counterpart

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19.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

19.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

19.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart

END OF TEXT

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PARTICULARS

Clause 2 **Commencement Date of Service**: October 5, 2022.

Clause 2 **Expiration Date of Service**: 5th November 2022 or 30 days after the commencement date.

Clause 8 **Cost of Services: Forty-Two thousand five hundred United States Dollars ($42, 500.00)**

Clause 8 **Bank transfer Information:**

[redacted]

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SCHEDULE 1

TERMS OF REFERENCE

Statement of Work

Overview & Objectives
FGS Global will assist the Government of Turks & Caicos with a crisis management strategy to reduce the reputation impact of a series of violent incidents on the island in the last six weeks. The objective of the engagement is to help the island's leaders maintain the reputation of the island as a safe, secure resort destination.

FGS Global will be responsible for the following: crisis counselling, reputation management, and media relations assistance including writing and distributing statements to North American, Canadian, Caribbean, and ethnic press. Essentially, responding to the Government's requests to mitigate negative impressions as a result of a recent tourist incident and preceding and ongoing incidents of violence in the Turks and Caicos Islands, especially on Providenciales.

Scope of Work

- Draft/Write remarks for Premier Washington Misick for delivery on Thursday, October 4, 2022.
- Monitor media coverage from US/North American media and share those reports with the Deputy Permanent Secretary, Premier's Office.
- Draft/Write ongoing statements for the leaders of TCI regarding the police investigations and steps to address violence on the island.
- Provide proposal on social media advertising.
- Attend meetings and conference calls with members of the TCI Crisis Response team.
- Advise the Crisis Response Team on messaging.
- Distribute statements via North American, Caribbean and African American wire services.
- Provide media relations support; arranging interviews, press conferences, and Zoom meetings with the press as needed.

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