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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. |
|---|---|
| Thomas Capitol Partners, Inc. | 5982 |

3. Name of Foreign Principal

Embassy of the Republic of Korea

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.

Registrant will devote such time as necessary to organize and participate in meetings, telephone calls, e-mail and other communications to present the foreign principal's interests to the U.S. Congress.



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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.

Registrant will communicate the positions of the foreign principal to the U.S. Congress via meetings, letters, e-mail, telephone, and other communication mediums as appropriate.

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.

Registrant will communicate with the U.S. Congress regarding policies and legislation which may affect the interests of the U.S.-Korea bilateral alliance. The specific issues, interests, and policies to be addressed will be determined by the foreign principal.

## 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 |
|---|---|---|
| February 14, 2020 | Thomas Sung-Hoon Kim | /s/ Thomas Sung-Hoon Kim 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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THOMAS CAPITOL PARTNERS, INC.
INTERNATIONAL GOVERNMENT RELATIONS

THOMAS S. KIM
PRESIDENT

1050 CONNECTICUT AVE., NW
SUITE 500
WASHINGTON, DC 20036
TEL: (202) 772-3155
FAX: (202) 478-5225
WWW.THOMASCAPITOL.COM

**DATE**

**EMBASSY OF THE REPUBLIC OF KOREA**
2450 Massachusetts Avenue, NW
Washington, DC 20008

Re: 2020 Government Relations Consulting Services Agreement
Our File No.: 200101-KOR001

This Agreement will serve to confirm government relations consulting services to be provided by Thomas Capitol Partners, Inc. ("TCP"), located at 1050 Connecticut Avenue, NW, Suite 500,Washington, DC 20036 to the Embassy of the Republic of Korea ("Korea"), located at 2450 Massachusetts Avenue, NW, Washington, DC 20008.

(1.) Scope of Work: There are a number of key issues being considered by the Administration and the U.S. Congress during the Second Session of the 116th Congress that will affect the U.S.-Korea General Bilateral Alliance ("GBA"). TCP is fully prepared to assist Korea with certain important elements of this broader GBA agenda in 2020. Specific issues to be addressed and included in light of the services to be performed by TCP for Korea will be communicated on a regular basis to TCP as determined by Korea.

TCP will have regular meetings with the Korea and provide a report in writing and/or orally on all activities it carries out pursuant to this agreement. At the request of Korea, TCP will make a report on specific issues. TCP will submit a monthly activity plan at the end of the previous month in consultation with Korea and submit a quarterly activity report at the end of each quarter.

TCP is a firm that has a deep commitment and abiding friendship towards Korea, with a unique perspective of understanding the complexities that govern the U.S.-Korea alliance partnership through many years of hands-on experience.

We believe that our combination of skills and capabilities aligned with a personal "passion" for the issues will ensure Korea that TCP effectively implements a program to elevate, broaden and strengthen the U.S. perception of the GBA between the two nations. We will seek to achieve this through strategic communication, public relations and policy education with a particular focus on the U.S. Congress.

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In our discussions, as Korea has identified the GBA services which it wants TCP to provide under the form of advice, counsel, strategic consulting, media development and public relations and grassroots advocacy, TCP will itself register under the terms of the Foreign Agents Registration Act of 1937 (FARA), as amended, in order to fully comply with United States law. Furthermore, this Agreement shall be in full compliance with the Foreign Corrupt Practices Act and all other U.S. legal requirements.

(2.) The TCP Team: The full resources of TCP will be made available to Korea throughout the duration of this Agreement. Thomas S. Kim (Founder and President) will personally lead, oversee and manage the TCP team's GBA implementation with assistance from TCP professionals and/or other consultants or experts on an as-needed basis.

(3.) Fee & Expenses: With the abovementioned aim, TCP will receive a retainer fee of US$45,000.00 per month for a period of six (6) months for the performance of the described GBA services. The period will commence on January 1, 2020 and end on June 30, 2020. Quarterly payments in the amount of US$135,000.00 will be made to TCP and due on the first day of the first month preceding each three-month (quarterly) period.

Wire transfer instructions will be provided in a separate document if necessary. In addition, Korea shall reimburse TCP for certain extraordinary costs and expenses, including, printing, travel, lodging, special projects and out-of-pocket expenses undertaken by TCP for Korea, provided that prior approval for such expenses shall have been confirmed by Korea in writing. TCP promises to provide the services described in the preceding paragraphs of this agreement, under the management of Thomas S. Kim, assisted by TCP professionals.

(4.) Confidentiality & Termination: TCP fully recognizes that the subject matter regarding the scope of services requires the highest degree of confidentiality. TCP acknowledges its responsibility, both during and after the term of this Agreement, to use all reasonable and legally permissible efforts to preserve the proprietary or confidential information developed by TCP on behalf of Korea or disclosed by Korea to TCP.

Either party may terminate this Agreement for any reason and at any time. If this Agreement is terminated by either party, TCP will refund to Korea, the pro-rata share of any advanced quarterly payment of its retainer.

IN WITNESS WHEREOF, the authorized representatives of the parties have signed and executed this Agreement on the date and year first above written.

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**AGREED TO AND ACCEPTED:**

EMBASSY OF THE REPUBLIC OF KOREA

By: Mr. Si-jin Song
Title: Counsellor
Date: Dec 30, 2019

THOMAS CAPITOL PARTNERS

By: Mr. Thomas S. Kim
Title: President
Date: December 30, 2019

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# CONFIDENTIALITY AGREEMENT

Madam Minister of Foreign Affairs,

I hereby solemnly swear that I shall observe the rules and norms relating to the security when I perform your service.

1. I take an oath of secrecy on classified information which I come to learn during the performance or results of the research not only throughout the contract but also after the termination of the contract.

2. Myself, as well as those employed by the institution, that will conduct the research, acknowledge that any disclosure of confidential information is an act against ROK`s interest and swear upon sentence of severe punishment that myself and those employed by the institution shall observe the ROK`s 「Security Operational Rule」(Presidential Decree), 「Security Operational Rule Enforcement Rule」(Presidential Directive), 「Ministry of Foreign Affairs Security Operational Rule Enforcement Detailed Regulation」(Ministry of Foreign Affairs Directive) and 「Ministry of Foreign Affairs Policy Research Service Management Provisions」, regardless of time and region.

   A. Ministry of Foreign Affairs Policy Research Service Management Provisions」, article 29(security of Policy Research Service)
   B. Ministry of Foreign Affairs 「Security Operational Rule」, 「Security Operational Rule Enforcement Rule」, 「Ministry of Foreign Affairs Security Operational Rule Enforcement Detailed Regulation」
   C. 「Criminal Act」 article 127(Disclosure of Secrets Related to the Performance of Official Duties)

Date: December 30, 2019

Pledger: Thomas S. Kim (sign)

Occupation: President
Position:
Name: Thomas Capitol Partners, Inc.

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# INTEGRITY AGREEMENT

Madam Minister of Foreign Affairs,

In recognizing that 'Corruption-free and Transparent Corporate Governance and Fair Administration' are important factors in social development and competitiveness,

In affirmatively acknowledging the purpose of integrity agreements in light of the ratification of the OECD Anti-bribery Convention and the current trend of heightened disciplinary measures on corrupt corporations and governments,

With regard to participating in a bidding process or entering into a contract, I hereby pledge that:

1. I will not engage in any unfair conduct that improperly obstructs free competition by fixing or maintain a bidding price in order to award a contract to a particular individual or by colluding, consulting, or consenting with other companies or individuals;

2. I will not directly or indirectly provide any undue benefits, entertainment, or monetary gifts to Ministry of Foreign Affairs (MOFA) officers; and

3. In the event that undue benefits, entertainment, or monetary gifts have been found to be provided before the execution of contract, I will forfeit the award of contract, and when found to have provided undue benefits, entertainment, or monetary gifts during the performance of contract, I will agree to cancellation of contract. And When undue benefits entertainment, or monetary gifts have been found to be provided after the performance of contract, I will agree to termination of contract in part or in its entirety.

I recognize that this Integrity Agreement is based on mutual trust and I pledge that I will observe the terms of this Agreement and that I will not request compensation to the MOFA for forfeiture of bidding rights or for termination of the contract, and not object, protest, or bring a civil or criminal lawsuit based on the exclusion from bidding.

Date: December 30, 2019

Pledger: Thomas S. Kim (sign) 

Occupation: President
Position:
Name: Thomas Capital Partners, Inc.

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