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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. |
|---|---|
| Portland PR Inc<br>1615 L Street, NW, 10th Floor, Washington, DC 20036 | 6064 |

| 3. Name of Foreign Principal | 4. Principal Address of Foreign Principal |
|---|---|
| Embassy of the Republic of Kazakhstan in Washington | 1401 16th Street NW, Washington, DC 20036, USA |

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

Embassy of the Republic of Kazakhstan in Washington

b) Name and title of official with whom registrant deals

Erzhan Kazykhanov, Ambassador of the Republic of Kazakhstan to the United States

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 |
|---|---|---|
| | Alex Farley, COO | DocuSigned by: Alex Farley 7505CBD91334436 |

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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 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. |
|---|---|
| Portland PR Inc | 6064 |

3. Name of Foreign Principal

Embassy of Kazakhstan in Washington

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.

Ongoing communications support for the Embassy of Kazakhstan in Washington, including:

Digital recommendations: Assist the Embassy in its social media strategies and digital campaigns.

Communications and media support: Provide ongoing media counsel and support the Embassy's communications initiatives through infographics and media training.

Materials development: Provide media and research materials, including press releases, messaging documents, op-eds, and speeches.



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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.

Ongoing communications support for the Embassy of Kazakhstan in Washington, including:

Digital recommendations: Assist the Embassy in its social media strategies and digital campaigns.

Communications and media support: Provide ongoing media counsel and support the Embassy's communications initiatives through infographics and media training.

Materials development: Provide media and research materials, including press releases, messaging documents, op-eds, and speeches.

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.

Activities on behalf of the foreign principal could include limited outreach consistent with the response to question 8 above.

## 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 |
|---|---|---|
| | | DocuSigned by: Alex Farley 7505CDD01234426 |

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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**Contract №** _____
**For the Provision of Information,**
**Research and Consultancy Services**

Washington, DC, USA "29" May 2018

The Embassy of the Republic of Kazakhstan in Washington, address: 1401, 16th Street, NW, Washington, DC 20036, USA, hereinafter referred to as "Customer", represented by Ambassador of the Republic of Kazakhstan to the United States Erzhan Kazykhanov, acting in accordance with the Presidential Decree of February 4, 2004 №1287 on the Regulation on the Diplomatic and Equivalent Representation of the Republic of Kazakhstan on the one hand, and

Portland PR Inc., address: 437 Madison Avenue, New York, NY 10022, USA, hereinafter referred to as "Supplier", represented by Chief Operating Officer Alexandra Farley, acting under the Charter, on the other hand, collectively referred to as "Parties", have agreed as follows:

The Supplier undertakes to provide a wide range of services in the area of media, publishing, editorial, advertising, organization of events to fulfill the needs of the Customer's requirement, and the Customer undertakes to accept and pay for these services the total amount of $140,000 (*one hundred and forty thousand dollars*), including all taxes and other payments to the budget.

1. In this Agreement the definitions are interpreted as following:

1) "Agreement" – a legal act, concluded by Customer and Supplier according to normative legal acts of the USA in a written form and signed, including all supplements, to which there are referrals in the Agreement, by both parties;

2) "Cost of the Agreement" – $140,000 (*one hundred and forty thousand dollars)* the amount payable by the Customer to the Supplier for complete fulfillment of his responsibilities according to the Agreement;

3) "Auxiliary Services" – any auxiliary services, including providing technical support, training and other similar services stipulated in the Agreement;

4) "Services" – actions of the Supplier in the area of media, publishing, editorial, advertising, organization of events and general communication services, including on promoting Kazakhstan's culture in the US, stipulated in the Agreement;

2. The following documents and conditions included in them are integral to the Agreement:

1) The Agreement;

2) Annex (Plan of Services and Payment Schedule)

3. The Supplier undertakes responsibility to provide, and the Customer undertakes the responsibility to pay for the Services in the quantity and quality specified in the Agreement. The Customer transfers the payment to the Supplier using the bank requisites stated in this Agreement.

4. Payment shall be effected in the following order:

1) The total amount of payment for the services specified in the Annex to the Agreement in the amount of $140,000 (*one hundred and forty thousand dollars)* including taxes and other payments to budgets is paid according to the Payment Schedule specified in the Annex.

2) The Supplier shall provide the Customer with a Certificate of Acceptance accompanied by a report on the work completed in English signed by the Supplier according to the Payment Schedule specified in the Annex;

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3) The form of Certificates of Acceptance is agreed by the Supplier and Customer in advance;

4) The Customer undertakes responsibility to review and sign Certificate of Acceptance, and to send one copy to the Supplier within five days after accepting the Certificate of Acceptance. Otherwise the Customer must provide a refusal to approve the Certificate of Acceptance in case the services were not accomplished properly by stating comments, notes and instructions to correct deficiencies to the Supplier within the aforementioned timeframe;

5) In case, upon the completion of the Agreement, the Supplier provides the services, the value of which does not exceed the payment already made, the difference must be refunded by the Supplier to the Customer.

5. The Plan of Services is valid during the term of the Agreement taking into account the requirements of Paragraph 15 of this Agreement.

If necessary, the Customer may ask the Supplier to add amendments to the Plan of Services.

6. The Parties appoint representatives responsible for approving the Plan of Services and Certificate of Acceptance, as well as for implementation of the Plan of Services, for administrating and coordinating of the services provision. The Parties notify each other on the responsible personnel within 3 (three) days after signing the Agreement;

7. Implementation of the services must be carried out according to the Plan of Services, approved by the parties, according to Paragraph 5.

The Services proposed by the Supplier must be agreed by the Customer in advance in a written form (including by means of e-mails) within 2 (two) working days before providing a proposal.

8. Amendments can be done to the Agreement, on the condition the quality or the basis for choosing the Supplier does not change, in the following cases:

1) Decrease or increase of the cost of the Agreement, reasoned by decrease or increase in the volume of required services, in case the price of each service unit does not change;

2) By mutual agreement by the Parties to decrease the cost for services in case prices for the analogous services decrease during the term of the Agreement;

9. Quality of the services provided under the Agreement must correspond to or exceed the quality stated in the Plan of Services.

10. Except for the Supplier's personnel appointed by the Supplier, the Supplier must not disclose, without the Customer's consent, the content or any provision of the Agreement as well as technical documentation or information provided by the Customer from its name or via other parties. The information should be provided to the appointed personnel confidentially and to the extent necessary for fulfilling obligations under the Agreement.

11. The Supplier shall not use any of the above-mentioned documents or information without written consent of the Customer, unless such documents or information are used directly for the purpose of implementation of the Agreement;

12. The cost of the Auxiliary Services is included in the cost of the Agreement;

13. The Agreement enters into force from the date both parties sign the Agreement and ends on December 15, 2018.

14. Payment to the Supplier shall be made according the schedule and amount stated in the Annex.

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15. Any changes or amendments to the Agreement are not acceptable unless they are agreed and signed by both parties.

16. The Supplier cannot transfer his responsibilities partly or in full to other parties without the Customer's preliminary consent.

17. Providing services must be implemented according to the conditions of this Agreement.

18. Supplier must provide the Customer, upon his request, with copies of all sub-contracting agreements, concluded for implementation of this Agreement. Existence of the sub-contractors does not exempt the Supplier from implementing the services according to the Agreement.

19. In case during the implementation of the services according to the Agreement the Supplier or his sub-contractor(-s) encounter conditions threatening timely provision of the services, the Supplier must immediately notify the Customer of the delay, its expected length and the reasons. After receiving the notification, the Customer must evaluate the situation and may prolong the deadlines at his own discretion. In this case, corresponding amendments to the Agreement must be made in accordance with the requirements of Paragraph 15 of the Agreement.

In case during the implementation of the services according to the Agreement, the Customer becomes insolvent or fails to fulfill his obligations according to the Agreement, the Supplier is entitled to immediate termination of the Agreement. In such case the Customer pays the Supplier the costs actually incurred by the Supplier.

20. Excluding force-majeure conditions, in case of failing or improper provision of services, or missing the deadlines, the Customer, without infringing on his other rights, shall demand penalty in the amount of 0,1% out of total cost of the Agreement per each day of delay, but not exceeding 10% of the total cost of the Agreement.

21. Without infringing on other sanctions for failing to fulfill the obligations of the Agreement, the Customer may terminate the Agreement by sending a written notification on failure to meet obligations, in the following cases:

1) The Supplier is not able to provide services within the timeframe stipulated by the Agreement or within the period of prolongation of the deadline provided by the Customer;

2) The Supplier fails to or is not able to fulfill other obligations according to the Agreement.

22. The Supplier is exempt from responsibilities and penalties or termination of the Agreement, for failing to provide the services properly and timely in case of force-majeure circumstances.

23. Force-majeure circumstances are the events, which cannot be influenced by the Supplier and are not caused by his negligence. Such circumstances may include, but not limited to, wars, hostilities, earthquakes, natural disasters, epidemics, quarantine and embargo.

In case of force-majeure circumstances, the Supplier must provide the Customer with the document that proves the existence and duration of the force majeure issued by the competent authorities.

24. The Customer may terminate the Agreement at any time by sending a corresponding written notification in case the Supplier is bankrupt or insolvent. In this case, termination is made immediately and the Customer pays the Supplier only the costs actually incurred by the Supplier.

25. The Customer may terminate the Agreement in case of non-expediency of its further implementation by sending a corresponding written notification, no later than 30 (thirty) days prior to termination of the Agreement. The notification must contain the reasons for termination, the volume of the

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nullified responsibilities and the date of termination. The Customer shall pay the actually incurred expenses.

26. The Customer and the Supplier must put all efforts to solve disputes and contradictions between them through negotiations.

27. In case the Parties are not able to solve the disputes within 21 (twenty-one) days since the beginning of the negotiations, any of the Parties may apply for settlement to the legal authorities of the USA.

28. The Agreement is made in 3 (three) copies, in English, Russian and Kazakh each, of which 1 (one) is for the Supplier and 2 (two) are for the Customer. All copies have an equal legal force.

In case of discrepancies of the English, Russian and Kazakh versions of the Agreement, the English version of the Agreement has the prevailing force.

29. All notifications, provided by one Party to another according to the Agreement, must be made in written form (including by means of e-mails), telex or fax with consequent presenting an original copy.

30. A notification enters into force after delivering or on the stated date of entering into force (if stated in the notification), depending on which date happens latest.

31. The Agreement is concluded according to the legislation of the United States of America

32. Addresses, bank details and signatures of the Parties

**Customer**
**Embassy of the Republic of Kazakhstan to the United States of America**

1401, 16th Street NW Washington DC 20036
USA

Embassy of Kazakhstan
HSBC Bank
1401 I Street, NW,
Washington DC 20005
Routing No.: 021001088
Account No.: 389112518,
Swift code: MRMDUS 33

**His Excellency Erzhan Kazykhanov**
**Ambassador of the Republic of Kazakhstan to the United States of America**

**Supplier**
**Portland PR Inc.**

437 Madison Avenue, New York, NY 10022
USA

HSBC Bank NA
NA, 452 5th Avenue
New York, NY 10018
Account name: Portland PR Inc.
Account No.: 797 047 387
BIC/Swift: MRMDUS33

**Alexandra Farley**
**Chief Operating Officer at Portland PR Inc.**

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***Annex***

**Plan of Services**

The Supplier undertakes to provide the services in accordance with the current Annex to the Contract №___ signed on May 29, 2018 between the Embassy of the Republic of Kazakhstan in Washington (referred to as "Customer") and Portland PR Inc., (referred to as "Supplier").

The Supplier undertakes to provide the following services:

| № | Name of service | Description |
|---|---|---|
| 1. | **Digital recommendations** | Portland will assist the Embassy in its social media strategies and digital campaigns. |
| 2. | **Communications and media support** | Portland will provide ongoing media counsel and support the Embassy's communications initiatives through infographics and media training. |
| 3. | **Materials Development** | Portland will provide media and research materials, including press releases, messaging documents, op-eds, and speeches. |

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**Payment Schedule**

Cost of Agreement: $140,000

The Parties agree to the following payment schedule:

| Payment schedule | Amount | Certificate of Acceptance issued | Invoice date | Payment |
|---|---|---|---|---|
| 1st Payment (Advance Payment) | $40,000 | | On signature of this Agreement | By 30 May 2018 |
| 2nd Payment (third month fee) | $20,000 | August 10, 2018 | August 10, 2018 | By August 15, 2018 |
| 3rd Payment (fourth month fee) | $20,000 | September 10, 2018 | September 10, 2018 | By September 15, 2018 |
| 4th Payment (fifth month fee) | $20,000 | October 10, 2018 | October 10, 2018 | By October 15,2018 |
| 5th Payment (sixth month fee) | $20,000 | November 10, 2018 | November 10, 2018 | By November 15, 2018 |
| 6th Payment (seventh month fee) | $20,000 | December 10, 2018 | December 10, 2018 | By December 15, 2018 |

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