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OMB No. 1124-0004; Expires April 30, 2017

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 http://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: http://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: http://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, Counterespionage 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.
Finn Partner, Inc	6212

3. Name of Foreign Principal

The 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.

Provide business outreach services

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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.

Support client's visa program

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.

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
October 21, 2014	Peter Finn	/s/ Peter Finn 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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FINNPARTNERS

SERVICES AGREEMENT

THIS SERVICES AGEREMENT ("Agreement") is enters into and made effective as of July 1, 2014 ("the Effective Date") by and between Finn Partners having a principal place of business at 301 E. 57th Street, New York, NY 10022 ("Finn Partners/we") and The Embassy of the Republic of Korea at 2450 Massachusetts Avenue, NW, Washington, DC ("Client/you").

1. **SCOPE OF WORK**

Finn Partners will provide business grassroots and business outreach services ("the Services") in support of Client's U.S. Korea Connect and highly-skilled visa programs, (which may be updated and supplemented from time to time).

2. **PROFESSIONAL FEES AND SERVICES**

(A) Client agrees to pay Finn Partners a $25,000 monthly retainer for the agreed upon scope of work outlined, to be undertaken between July 1, 2014 through December 31, 2014.

(B) Finn Partners shall provide one monthly invoice for professional fees. Payment will be due within thirty (30) days from the date of the invoice.

(C) Without limiting the foregoing, Finn Partners reserves the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this Agreement.

(D) Services that are requested by Client that are beyond the scope of this agreement will be approved by Client in advance and billed on an hourly basis at the following hourly rates:

Founding Partner	$500
Senior Managing Partner	$425
Managing Partner	$390
Senior Partner	$375
Partner	$305
Associate Partner	$265
Managing Associate (Level II)	$235
Managing Associate (Level I)	$210
Senior Associate	$185
Associate	$155
Junior Associate	$135
Associate in Training	$85

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3. **EXPENSES**

In connection with its performance of Services hereunder, we may purchase materials and services for you as agent for a disclosed principal under the principle of sequential liability, where we will be held liable for payments to vendors and other suppliers only to the extent we have been paid by you for such purchases. For amounts owing but not paid to us for approved materials and services, you agree that you will be held solely liable. We have the right to confirm with vendors and other suppliers that they expressly agree to payment on such terms.

4. **OWNERSHIP**

We acknowledge and agree that, upon full payment of all sums due to us under this Agreement, all websites, photography, brochures, manuals, film, signage, and other creative materials (collectively referred to as "Materials") generated by or for us in the performance of this Agreement shall be deemed "work made for hire" and shall, between you and us, be your exclusive property, subject to any third party rights, restrictions or obligations of which we notify you. Likewise, you acknowledge that we retain ownership of all works of authorship created by or for us prior to or separate from the performance of Services under this Agreement, including, but not limited to, our proprietary information/services, templates, training manuals, programming code, media lists, and third party relationships held by us.

5. **INDEMNIFICATION**

(A) Because of your intimate familiarity with your business and the fact that we serve as your agent, we cannot undertake to verify all the facts supplied to us by you. Because of this, you agree to indemnify, defend and hold harmless us and our parent, subsidiary and affiliate companies, and our and their employees, officers, directors, shareholders, licensees and agents from and against all liabilities, losses, damages or expenses, including reasonable attorney s' fees and costs, which we or such other party may incur as the result of any claim, suit or proceeding brought or threatened arising out of (i) the nature or use of your products or services; (ii) any assertions we may make on your behalf, including assertions about your company, your products or services, or about your competitors and any of their products or services, in any materials we may prepare for you, if the assertions are based on materials, information, representations, reports, data or releases supplied to us by or through you, or which you approve; (iii) risks or restrictions which we bring to your attention where you elect to proceed; or (iv) infringement or claims of infringement arising out of our adherence to your instructions (excluding claims covered under our indemnity below).

(B) Likewise, we will indemnify, defend and hold you harmless against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which you may incur as the result of any claim, suit or proceeding brought or threatened against you based upon or arising out of any Materials furnished by us to you and used by you without alteration pertaining to libel, slander, defamation, copyright infringement, invasion of privacy and/or plagiarism, except to the extent that such claims arise from information or materials supplied by or through you.

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(C) In the event we are called upon to respond to or assist you in connection with litigation commenced or threatened against you by third parties (for example, in complying with a document subpoena), we will be entitled to staff time charges and reimbursement of out-of-pocket expenses for services rendered to you, or time spent by us in connection with such matters.

(D) After we have issued material to the press or another third party, its use is no longer under our control. We cannot assure the use of materials by any media or that any information published will accurately convey the information provided by us.

(E) In no event shall either party be liable for special, indirect, incidental, consequential, punitive or exemplary damages including, without limitation, lost profits or business or loss of data, even if such party has been advised of the possibility of such loss or damage. Finn Partners' total aggregate liability for any claim of any kind arising as a result of ore related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received from you for the particular project(s) which form(s) the basis of such claim.

6. **CONFIDENTIALITY**

No information or knowledge of the Embassy's practice may be shared in any shape or form without the prior consent of Embassy staff. Such knowledge will not be shared even after the contract period ends. Confidential materials provided to us shall be maintained for a period no longer than two years and, thereafter either returned to you or discarded, as you direct in writing at the end of our business relationship. If you prefer us to adopt a different practice regarding the retention of confidential materials or, for that matter any materials that are provided to us to perform services under this Agreement, please let us know in writing.

7. **FAILURE OF SUPPLIERS; FORCE MAJEURE**

Finn Partners will endeavor to the best of its ability to guard against any loss to you through failure of suppliers to execute properly their commitments, but Finn Partners shall not be held responsible for any failure on their part. In addition, neither party shall be liable for any delay or failure to carry or make continuously available the services or perform its obligations hereunder (other than Client's payment obligations), if such delay or failure is due to any cause beyond its control, including without limitation, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

8. **TERMS**

The term of this agreement shall commence as of July 1, 2014, and shall continue through December 31, 2014. This contract may be terminated by either party for any reason with thirty (30) days written notice.

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9. **NON-SOLICITATION**

Due to training, employment and replacement costs, unless agreed to in a writing duly executed by both parties, Client agrees that during the term of this Agreement and for a period one year thereafter, it will not employ or attempt to employ any employee of Finn Partners who had been assigned to or involved with Client account. In the event that Client does employ a Finn Partners employee, either directly or indirectly, a fee equal to thirty percent (30%) of the employee's first year's compensation package will be due Finn Partners upon acceptance by the employee of employment.

10. **INDEPENDENT CONTRACTORS**

Except as otherwise set forth herein, the relationship between the parties shall be that of independent contractors. This Agreement shall not make either party a partner or employee of the other.

11. **ENTIRE AGREEMENT**

This Agreement, together with the Statement of Work, if any, as it is attached hereto as an exhibit, exclusively and completely states the rights, duties and obligations of the parties and superseded all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties. This Agreement may only be amended by a written document that is signed by both parties. The parties, by their representatives signing below, agree with the terms of this Agreement and further certify that their respective signatories are duly authorized to execute this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party.

12. **GOVERNING LAW**

This Agreement shall be interpreted exclusively under the laws of the State of New York. The parties agree to submit to exclusive jurisdiction of the State and Federal Courts of New York. Any suit, action or other proceeding relating to this Agreement shall be brought in the Courts of Record of the State of New York or in the United Stated District Court for the Southern District of New York.

The parties acknowledge their acceptance of the terms and conditions of this Agreement.

EMBASSY OF THE REPUBLIC OF KOREA

By: _____

Mr. Gheewhan Kim
Minister for Economic Affairs
Embassy of the Republic of Korea
2450 Massachusetts Avenue, NW
Washington, DC 20008-2850

Date: July 9, 2014

FINN PARTNERS

By: _____

Ms. Robin Crawford
Partner
Finn Partners
1667 K Street, NW, Suite 950
Washington, DC 20006

Date: July 1, 2014

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