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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.
Cornerstone Government Affairs	6401

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.

Pursuant to the attached formal written agreement, Cornerstone will work with the Embassy of the Republic of Korea to promote to members of Congress and their staffs a professional visa initiative.

The agreement was renewed on July 1, 2020.

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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.

Cornerstone will work with the Embassy of the Republic of Korea to promote to members of Congress and their staffs a professional visa initiative.

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.

Cornerstone will conduct meetings with Members of Congress and their staffs to educate them on the benefits of professional visas for Korean nationals to work in the United States.

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
August 31, 2020		/s/ Geoff J. Gonella Sign 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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SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated July 1, 2020 (hereinafter "*Agreement*") is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter "*CORNERSTONE*"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington D.C. 20024, and the REPUBLIC OF KOREA EMBASSY (hereinafter "*THE EMBASSY*"), with its principal place of business at 2450 Massachusetts Avenue, NW, Washington, D.C. 20008 (hereinafter referred to collectively as the "*Parties*" or individually as "*Party*").

WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter "*GR Services*"); and

WHEREAS, THE EMBASSY and CORNERSTONE desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to THE EMBASSY:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through December 31, 2020. Unless notified otherwise, the Parties mutually agree to automatically extend the Initial Term for one or more additional periods (the Initial Term together with each renewal period shall be referred to as the "*Term*").

2. Termination. This Agreement may be terminated by either Party with or without cause at any time during the Term after thirty (30) days written notice to the other Party. THE EMBASSY shall pay CORNERSTONE all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by CORNERSTONE in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by THE EMBASSY.

3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to THE EMBASSY. The precise scope and extent of the GR Services may be amended by mutual agreement of the Parties but generally focuses on:

- Providing advice and consulting services regarding THE EMBASSY's initiative on professional visa quota and United States-Korea relations in the areas of economy & trade, political & security;
- Updating THE EMBASSY on the situation in the United States Administration and Congress (i.e., policies & other internal information, etc.); and
- Assisting the Embassy with additional Congressional and Administration meetings and insights upon request.

In performing the GR Services, CORNERSTONE will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Congress, the Administration, independent agencies, and third parties regarding the relevant issues.

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CORNERSTONE will also provide other general informational bulletins or updates that THE EMBASSY reasonably requests.

4. Relationship of the Parties. The Parties acknowledge and agree that each is an independent business entity and, as such, neither Party may represent itself as an employee, agent, or representative of the other. Neither Party may incur any obligations on behalf of the other Party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the Parties.

5. Fee. Payment for the GR Services shall be made electronically via ACH by THE EMBASSY to CORNERSTONE in two (2) payments of seventy thousand dollars ($70,000.00) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by THE EMBASSY (the "*Fee*"). The Parties agree to discuss in good faith any adjustment in the Fee that either Party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

6. Confidentiality. CORNERSTONE agrees with respect to any written information marked "confidential" or "proprietary" by THE EMBASSY or information disclosed orally and identified orally as "confidential" or "proprietary" by THE EMBASSY at the time of disclosure and reduced to writing (hereinafter "***Confidential Information***"), that CORNERSTONE will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of THE EMBASSY. Provided, however, that Confidential Information may be provided by CORNERSTONE to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by CORNERSTONE from a third party under no obligation of confidentiality to THE EMBASSY; or (iii) is disclosed by THE EMBASSY to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees, if reasonably practicable, to refrain from such disclosure until such time as THE EMBASSY has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and THE EMBASSY has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by THE EMBASSY or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by THE EMBASSY or related entities.

8. Liability. The entire liability of CORNERSTONE, and THE EMBASSY's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to CORNERSTONE by THE EMBASSY in the immediately preceding twelve (12) month period. In no event shall CORNERSTONE be liable for any incidental, indirect, special or consequential damages, including but not limited to, loss

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of use, revenues, profits or savings, even if CORNERSTONE knew or should have known of the possibility of such damages or claims against THE EMBASSY by any person.

9. Indemnity. THE EMBASSY agrees to defend, indemnify and hold harmless CORNERSTONE against any and all losses, claims, damages, legal fees, expenses, or liabilities that CORNERSTONE may incur based upon information, representations, reports, data or releases furnished or approved by THE EMBASSY or its specifically authorized representative for use or release by CORNERSTONE, whether or not CORNERSTONE prepared or participated in the preparation of such materials. For purposes of this section 11, the Parties indemnified shall include CORNERSTONE, its directors, members, agents and employees. Subject to the liability provisions of section 8, CORNERSTONE agrees to indemnify and hold harmless THE EMBASSY against any and all losses, claims, damages, legal fees, expenses or liabilities that THE EMBASSY may incur based upon information, representations, reports, data or releases made by CORNERSTONE or its authorized agent or representative that THE EMBASSY did not expressly approve, or that CORNERSTONE materially changed or altered after THE EMBASSY's approval; or that CORNERSTONE used in a negligent or reckless manner. This section 9 shall survive the termination of this Agreement and shall continue to bind both Parties.

10. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

11. No Assignment. Neither Party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

12. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the District of Columbia, without giving effect to any choice or conflict of law provision or rule.

13. Dispute Resolution. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be conducted before one arbitrator mutually agreeable to CORNERSTONE and THE EMBASSY. If the Parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each Party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All fees of the arbitrator and other costs and expenses of the arbitration shall be paid by THE EMBASSY and CORNERSTONE equally unless otherwise awarded by the arbitrator.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the Parties.

15. Amendment. This Agreement may be changed only by written agreement signed by each Party.

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16. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs
800 Maine Avenue, SW, 7th Floor
Washington, D.C. 20024

The Republic of Korea
2450 Massachusetts Avenue, NW
Washington, D.C. 20008

The Parties hereto may change their address as set forth in this section by providing the other Party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of THE EMBASSY and CORNERSTONE do hereby execute this Agreement as of the date first above written.

CORNERSTONE GOVERNMENT AFFAIRS, INC.

Date: 07/28/2020

Name: Geoff J. Gonella
Title: President & Managing Director

THE REPUBLIC OF KOREA

Date: 07/28/2020

Name: Young-jin Jang
Title: Minister for Economic Affairs

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