

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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: <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 Qorvis Communications LLC	2. Registration No. 5483
3. Name of Foreign Principal Bell Pottinger Communications LTD (whose client is the Democratic Socialist Republic of Sri Lanka). Bell Pottinger has hired Qorvis as a subcontractor on this account.	

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2009 DEC 23 PM 1:20

Check Appropriate Boxes:

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.  
Public relations advice and counsel in addition to writing and editing and online and internet support.

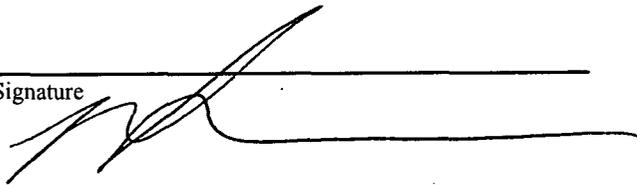
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public relations advice and counsel in addition to writing and editing and online and internet support.

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.

2009 DEC 23 PM 1:20  
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Date of Exhibit B 12/23/09	Name and Title Matthew Lauer	Signature 
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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.

THIS AGREEMENT is made on the 23 day of December 2009

**BETWEEN:**

- (1) **BELL POTTINGER COMMUNICATIONS LIMITED** a company registered in England and Wales with company number 2631144 whose registered office is at 14 Curzon Street, London, W1J 5HN. ("Bell Pottinger").
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- (2) **Qorvis Communications Limited**, a company registered in Virginia whose registered office is at 1201 Connecticut Ave., NW., STE 500, Washington, DC 20036 (the "Consultant")

collectively referred to as "**the Parties**" and each individually as a "**Party**".

**RECITALS**

Bell Pottinger has agreed to appoint the Consultant to provide public relations services to the Democratic Socialist Republic of Sri Lanka ("CLIENT"), and the Consultant has agreed to such appointment, in accordance with the terms and conditions of this Agreement.

**NOW IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 The words defined in Schedule 1 shall have the meanings assigned to them in that Schedule.
- 1.2 All other defined words and phrases shall have the meaning given to them when they first appear in that form.

**2 APPOINTMENT AND TERM**

- 2.1 Bell Pottinger appoints the Consultant to carry out and the Consultant agrees to provide the Services described in Schedule 2 to Bell Pottinger in the Territory in accordance with the terms and conditions of this Agreement.
- 2.2 This Agreement shall commence on the Commencement Date and, unless terminated sooner in accordance with Clause 12 below, shall continue in full force and effect until terminated by either party giving not less than 1 months' notice in writing to the other party or the completion of the Consultant's Services in relation to the Project.

**3 RESPONSIBILITIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the Services to a standard to be reasonably expected from a competent and professional supplier of public relations services.
- 3.2 The Consultant agrees with Bell Pottinger:

2009 DEC 23 PM 1:21  
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- 3.2.1 to work diligently to protect and promote the interests of CLIENT at all times;
  - 3.2.2 to advise Bell Pottinger of all its key meetings, discussions and correspondence with representatives of the media concerning CLIENT; and
  - 3.2.3 to co-operate where appropriate with any advertising and/or marketing services agencies engaged by Bell Pottinger or CLIENT during the Term.
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- 3.2.4 to bear all losses incurred as a result of fluctuations in the rate of currency exchange excepting only circumstances described in Clause 6.3

#### **4 RESPONSIBILITIES OF BELL POTTINGER**

- 4.1 Bell Pottinger undertakes promptly to provide the Consultant with advice and all information and materials provided to it by CLIENT that the Consultant requests from time to time to facilitate the proper and timely performance of the Services.
- 4.2 Bell Pottinger makes no warranty as to the accuracy of any information provided by CLIENT to the Consultant and the Consultant understands and accepts Bell Pottinger makes no warranty that CLIENT is entitled to provide the same to the Consultant for its use without recourse to any third party.

#### **5 FEES**

- 5.1 Bell Pottinger shall pay to the Consultant the Fees which shall be payable monthly in advance.
- 5.2 The Fees are calculated on the basis of the Services set out in Schedule 2 and to such further information that may be supplied to the Consultant by Bell Pottinger before the date of this Agreement. If CLIENT's objectives or plans are subsequently amended, leading to an increase in the work required by Bell Pottinger from the Consultant, the Fees shall be reviewed and amended by agreement of Bell Pottinger and the Consultant. All such Fee increases shall be subject to Bell Pottinger's Approval (not to be unreasonably withheld or delayed).
- 5.3 Payment of the Fee shall be in Pounds Sterling (£).
- 5.4 The payment of the monthly Fees shall be conditional upon the payment of Bell Pottinger by CLIENT. The Consultant hereby acknowledges that Bell Pottinger shall not be liable for any interest or penalty payment as may otherwise apply under clause 6.3 where CLIENT fails to pay Bell Pottinger for the corresponding monthly fee.
- 5.5 The Fees shall be inclusive of all expenses incurred by the Consultant on behalf of CLIENT excepting such expenses as have been agreed by Bell Pottinger in advance..

## **6**     **PAYMENT TERMS**

- 6.1     The Consultant shall invoice the Fees 30 days in advance. The invoice shall be inclusive of all duty or tax to which the Consultant may be subject in the Territory.
- 6.2     All sums properly invoiced by the Consultant shall become payable in full by Bell Pottinger 30 days following the presentation of the invoice.
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- 6.3     Subject always to clause 5.3 any amount overdue by seven (7) days following the due date for payment shall be subject to interest at an annual rate of 1.5% above the prevailing base rate of Royal Bank of Scotland plc, which interest shall accrue on a daily basis from the date payment becomes overdue until the date that the Consultant has received payment of the overdue amount together with all accrued interest and any amount due as a result of fluctuations in the rate of currency exchange.

## **7**     **APPROVALS AND AUTHORITY**

- 7.1     The Consultant shall submit to Bell Pottinger for approval:
- 7.1.1     draft press releases, articles, photographs and captions;
  - 7.1.2     copy, layouts, artwork and/or scripts;
  - 7.1.3     estimates of the cost of the various items of the Project; and
- such other materials as Bell Pottinger may request from time to time.
- 7.2     The Consultant shall take all reasonable steps to comply with any requests from Bell Pottinger to amend, modify or halt any plans or to cancel any schedules or work in progress, where the amendments are requested within the scope of the Project such costs shall be borne by the Consultant as part of the Services. The costs of other amendments, modifications or cancellation shall be agreed at the time of the request by the Parties. Any amendments, modifications or cancellation shall be implemented by the Consultant and Bell Pottinger shall only be responsible for any costs or expenses incurred to which the Consultant is committed prior to the cancellation, modification or amendment. Bell Pottinger shall also pay any charges imposed on the Consultant by third parties arising from the cancellation, modifications or amendment.
- 7.3     Bell Pottinger undertakes to notify the Consultant forthwith if Bell Pottinger considers that any statement made in any document submitted by the Consultant to Bell Pottinger for approval is incorrect or misleading in any way, or is likely to give rise to any claim or action against Consultant, whether for defamation or otherwise.

## **8 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

8.1 Bell Pottinger shall own the Rights in all and any finished press releases and other press and publicity materials created by the Consultant for CLIENT pursuant to this Agreement. To that end, the Consultant shall forthwith on Bell Pottinger's written request sign an unconditional assignment with full title guarantee of all Rights in the Materials as are owned by the Consultant and capable of assignment.

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8.2 The Consultant shall not use the Materials for any purpose other than as part of the Services without Bell Pottinger's prior consent (such consent not to be unreasonably withheld or delayed), in the promotion of the Consultant.

## **9 CONFIDENTIAL INFORMATION**

9.1 The Parties acknowledge a duty not to disclose during or after the Term, without the other's prior written permission any Confidential Information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by Bell Pottinger. The parties also acknowledge that the terms and conditions of this Agreement including (without limitation) those relating to the Consultant's remuneration are confidential information.

9.2 During and after the Term, the Consultant acknowledges its responsibility to treat in complete confidence all the Confidential Information relating to CLIENT's business with which Bell Pottinger may supply the Consultant in the course of any work for Bell Pottinger.

9.3 The Consultant shall, where so requested by Bell Pottinger, obtain written assurances from any third parties to whom Confidential Information has to be disclosed in order to enable the Consultant to carry out its obligations under this Agreement.

9.4 For the avoidance of doubt, the restrictions in this Clause 9 shall not prevent:

9.4.1 the disclosure or use of Information in the proper performance of the Consultant's duties;

9.4.2 the disclosure of Information if required by law; or

9.4.3 the disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure.

9.5 The Consultant may advertise or publicly announce that it is undertaking work for CLIENT and Bell Pottinger pursuant to this Agreement only following the prior agreement of Bell Pottinger.

## 10 LIABILITY

- 10.1 The Consultant shall be liable for all and any loss or damage arising as a result or in connection with the Services performed by the Consultant in performance of this Agreement. Subject to this the Consultant shall not be liable for any loss or damage suffered by Bell Pottinger arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of Bell Pottinger or CLIENT. Nothing in this Agreement shall exclude or in any way limit the Consultant's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 10.2 The Consultant shall indemnify Bell Pottinger against all and any loss or damage arising as a result or in connection with the Services performed by the Consultant and hereby warrants that it has effected such professional indemnity insurance as is suitable having regard to the terms set out in this clause 10.
- 10.3 The Consultant warrants that to the best of its knowledge and belief the publication of the Materials shall not infringe any third party rights or be in any other way contrary to law in the United Kingdom other than as contained in any legal or other advice provided to the Consultant and communicated to Bell Pottinger.

## 11 EMPLOYMENT RESTRICTION

- 11.1 During the Term and for six months after termination of this Agreement, the Parties shall not, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by the other or has been employed by the other during the preceding six months, and who has been involved with the Services under this Agreement, to terminate their employment with the other Party.
- 11.2 If either Party consents to a member of the other Party's staff joining them pursuant to Clause 11.1, that Party may charge a fee in consideration for such consent. Such fee shall be equivalent to 20% of the annual salary that shall be paid by the employing Party to that employee and shall be payable immediately upon presentation of an invoice. Where a notice period is waived an additional fee equivalent to salary payable for the unfulfilled period of notice may also be charged.

## 12 TERMINATION

- 12.1 Either party may terminate this Agreement by service of notice in accordance with Clause 2.
- 12.2 If payment is not made by Bell Pottinger to the Consultant in accordance with Clause 6 above and Bell Pottinger shall not have remedied the breach within 14 days of written notice to do so,

2009 DEC 23 PM 1:21  
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the Consultant shall have the right to terminate the Agreement immediately by notice in writing to that effect.

12.3 Either Party may terminate this Agreement forthwith upon written notice to the other in the event of:

12.3.1 any material breach of this Agreement by the other Party, which breach is not remedied (if remediable) within 10 working days after the service of a written notice requiring the same;

12.3.2 the other Party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt; or ceases or threatens to cease to carry on business.

12.4 The termination of this Agreement shall be without prejudice to the rights of either Party in respect of any antecedent breach.

### 13 **FORCE MAJEURE**

13.1 Neither Party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (hereinafter, an "event of force majeure") provided the same arises without the fault or negligence of such party. Each party shall use its reasonable endeavours to minimise the effects of any event of force majeure.

13.2 Immediately upon becoming aware of any event of force majeure, the affected Party shall notify the other Party of the manner and extent to which its obligations are likely to be prevented or delayed and the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of force majeure.

13.3 If any event of force majeure continues for a period of or exceeding two months, either Party may terminate this Agreement with immediate effect on giving written notice to the other Party and neither shall be liable to the other for such termination.

### 14 **SURVIVAL**

14.1 The following Clauses shall survive the end of the Term:

Clause 8	Copyright and other Intellectual Property Rights
Clause 9	Confidential Information
Clause 10	Liability
Clause 11	Employment Restriction

Clause 15	Notices
Clause 16	Dispute Resolution
Clause 17	General

## **15 NOTICES**

15.1 Any notice, invoice or other communication which either Party is required or permitted by this Agreement to serve on the other Party shall be sufficiently served if sent to the other Party at its specified address at Clause 1 (or such other address as is notified to the other party in writing) as follows:

15.1.1 by hand;

15.1.2 by registered or first class post or recorded delivery; or

15.1.3 by fax confirmed by registered or first class post or recorded delivery.

15.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) working days following the day of posting. Notices sent by fax shall be deemed to be served on the day of transmission if transmitted before 4.00p.m. on a working day, but otherwise on the next following working day. In all other cases, notices are deemed to be served on the day when they are actually received.

## **16 DISPUTE RESOLUTION**

16.1 Subject to Clause 16.3, if any claim or dispute arises under or in connection with this Agreement, the Parties shall attempt to settle such claim or dispute by negotiation prior to commencing legal proceedings.

16.2 If any claim or dispute cannot be settled by negotiation within 21 days after either Party has made a written offer to the other Party to negotiate a settlement to such claim or dispute, the Parties may attempt to resolve the claim or dispute, if appropriate, in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the Parties have not settled any claim or dispute by mediation within 42 days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with Clause 17.7

16.3 Nothing in this Agreement shall restrict or exclude the right of either Party to seek injunctive relief against the other Party or to resolve any dispute in accordance with Clause 17.7 without prior negotiation or mediation.

## **17 GENERAL**

17.1 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

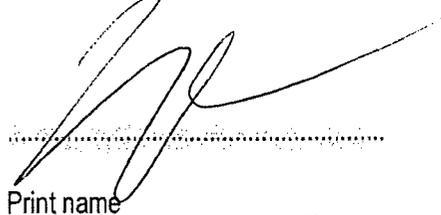
- 17.2 The failure of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.
- 17.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 17.4 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the Parties by a duly authorised officer.
- 17.5 Neither Party may not assign, sub-license or sub-contract this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- 17.6 This Agreement and the documents referred to in it (the 'Contractual Documentation') constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement, whether oral or in writing. The Parties agree that neither of them have been induced to enter into any Contractual Documentation in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. The only remedy available to the Parties in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
- 17.7 This Agreement shall be governed by and construed in accordance with the law of England and Wales and each Party hereby irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Signed on behalf of  
Bell Pottinger Group Limited



Print name  
**ABEL HADDEN**

Signed on behalf of  
CONSULTANT



Print name  
Michael Petruzzello

Job title: *Senior  
Consultant*  
Date: *23 Dec 2009*

Job title: *Managing Partner*  
Date: *12.23.09*

2009 DEC 23 PM 1:21  
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## SCHEDULE 1

### Definitions and Interpretation

1 In this Agreement, the following words have the following meanings:

**"Agreement"** means the Contractual Documentation;

**"Commencement Date"** means the 01December 2009;

**"Confidential Information"** means all financial, business and technical or other data and all other confidential information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of [CLIENT] that either Party obtains, receives or has access in performance of the Services under this Agreement.

**"Fees"** means the sum of £30,000;

**"Materials"** means any statement, article, design or documentation as well as any information, statistics or data produced or compiled by the Consultant in performance of the Services under this Agreement.

**"Project"** means the individual project(s) to be undertaken by the Consultant in the delivery of the Services;

**"Rights"** means any copyright, design right, registered design right, patent, performer's property right, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration;

**"Services"** means the public relations services the Consultant shall perform for Bell Pottinger and specified in Schedule 2;

**"Term"** means the period from the Commencement Date until the termination of this Agreement;

**"Territory"** means the United States of America;

**"Written Approval"** shall mean approval signified by any fax, letter e-mail or purchase order from Bell Pottinger bearing the signature of a duly authorised officer;

2 In this Agreement clause headings are for ease of reference and do not form part of this Agreement. Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders and references to Clauses and Schedules are to clauses of and schedules to this Agreement.

## SCHEDULE 2

### The Services

The Services shall include:

- **Media Monitoring** – Daily media monitoring and reporting to Bell Pottinger of major national, regional and local newspapers, newswires broadcast agencies, trade magazines, publications from interest groups and government releases.
- **Reporting** – Reporting on a weekly basis to Bell Pottinger of activities, future activities and outstanding matters including a reputation review of CLIENT and reporting on developments of competitors and regulatory and political developments. Monthly review with Bell Pottinger on communications and progress.
- **Liaison** – Regular liaison with Bell Pottinger, CLIENT and CLIENT's authorised representatives.
- **Information Support** – Collation of corporate information for press support including translation and archiving and the preparation of background briefing reports.
- **Media Relations Management** – Preparation and management of Press Releases to agreed media, briefing, follow-up and Press Rebuttal. Maintenance and updating of press contacts.
- **Crisis Communications Planning** – Preparation and review of a Territory-specific crisis communications plan and protocols, including regular risk analysis of CLIENT's profile; working with Bell Pottinger to address any future incident or crisis impacting on CLIENT.
- **Stakeholder Representation** – Identification of key stakeholders within the Territory, maintenance and distribution of stakeholder contacts and assistance in conducting personal meetings and effecting introductions. Preparation of briefings and responses to stakeholder communications.

2009 DEC 23 PM 1: 21  
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