

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 <http://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: <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 .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, 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 and Address of Registrant Sanitas International, 1101 Pennsylvania Ave. 6th Floor, Washington, DC 20004	2. Registration No. 5963						
3. Name of Foreign Principal Dr. Ashraf Ghani	4. Principal Address of Foreign Principal Kabul, Afghanistan						
<p>5. Indicate whether your foreign principal is one of the following:</p> <p><input type="checkbox"/> Government of a foreign country¹</p> <p><input checked="" type="checkbox"/> Foreign political party</p> <p><input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:</p> <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <p><input type="checkbox"/> Individual-State nationality _____</p>		<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee						
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group						
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____						
<p>6. If the foreign principal is a foreign government, state:</p> <p>a) Branch or agency represented by the registrant</p> <p>b) Name and title of official with whom registrant deals</p>							
<p>7. If the foreign principal is a foreign political party, state:</p> <p>a) Principal address Kabul, Afghanistan</p> <p>b) Name and title of official with whom registrant deals Ajmal Ghani</p> <p>c) Principal aim Advisor to Dr. Ashraf Ghani</p>							

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.

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 Christopher Harvin, Partner	Signature Christopher Harvin
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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 <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 Sanitas International	2. Registration No. 5963
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3. Name of Foreign Principal Dr. Ashraf Ghani
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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.

The Foreign Principal and Sanitas International have agreed upon a formal scope of work and associated retainer fees, as detailed in the attached written contract.

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

Sanitas International will support Dr. Ghani's campaign team with outreach to U.S. and international media.

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.

Sanitas will secure media opportunities for Dr. Ghani, to include broadcast media and internationally syndicated print media.

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
	Christopher Harvin	Christopher Harvin

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.



05 July 2014

Mr. Ajmal Ghani
Transformation and Continuity Party
House #3 MRRD Road
Darul Aman
Kabul Afghanistan

RE: U.S. Media Engagement and Outreach Support

Per our recent conversations, Sanitas International Inc. (Sanitas) is honored to support the Transformation and Continuity Party and Ashraf Ghani during this critical period in Afghan history.

Sanitas will provide senior level counsel and its leadership for global/U.S. media engagement and key stakeholder outreach. Our team will immediately focus efforts to strengthen a dialogue with Western Audiences to communicate your interests of promoting strong relationships between the United States, U.S. businesses, and the U.S. people and Afghan citizens and nongovernmental organizations. This will include issues of economic growth and regional security as favored and supported by the party. Our work will also support improving the lives for all Afghan people; promoting democracy and stability now and for the future; and articulating factual information about the most recent election and the pending results. Part of this effort will be to assist in a robust Western-based communications and stakeholder outreach program in the previous ways we have discussed and to look at other areas of opportunity and coordination.

For your convenience we have provided a signed contract, attached at the end of this document. An invoice can be provided as needed. Sanitas will immediately begin work with the return of the signed contract and receipt of the initial payment.

Sanitas International is looking forward to a long and productive relationship with you, and your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Harvin".

Christopher Harvin
Sanitas International, Partner

Standard Contract

The Transformation and Continuity Party ("Client") has agreed to hire Sanitas International, Inc. ("Sanitas").

Pursuant to our earlier discussions, please accept this letter of agreement to work on your behalf to:

- (1) Provide senior level counsel, media relations and key stakeholder outreach to the party and its leadership to communicate interests and policies to U.S. and Western media outlets and to build support among key U.S. and Western audiences.
- (2) Provide communication efforts to strengthen a dialogue with Western Audiences to communicate interests of promoting a strong, peaceful and democratic Afghanistan
- (3) Promote the party and its leadership during key events and policy announcements.
- (4) Provide credible and factual information to key U.S. audiences concerning party policy, election process and election results.

Fees: This engagement between Sanitas and the Client will begin with the payment of a fee of \$45,000 (Forty-Five Thousand) USD each month to cover senior level advisory, media relations and stakeholder engagement mentioned in the previous scope of work starting 05 July 2014. Expenses will be billed separately and work will begin when the initial payment is paid in full. Fees will be paid in monthly installments and will be due on the 1st (first) of each month prior to services provided for the following period months of work.

Expenses will be preapproved by the client and billed separately on a monthly as described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires (e.g., PRNewswire, NAPS), video recording and production, photography and printing, large copying or significant postage, etc. are charged at cost plus the industry standard mark up (17.65%) to cover management and administration. Should any of these expenses be required, we will consult with you for prior approval.
- **Telephone & Network Charge:** We do not bill for local telephone calls and standard technology expenses on a per-use basis. However, we do bill at cost for international call charges and any conference call charges.
- **Travel and Meals:** Travel and meal expenses will be billed at cost. Client shall cover expenses for all travel, lodging, meals and such incidental expenses agreed to between the parties to this agreement. For airline travel time longer than three hours (3) in length, client shall make best efforts to provide business class accommodations. Any travel expenses billed by Sanitas to Client will be billed at cost.
- **Scope of Services:** You are free at any time to expand or reduce the scope of work by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work.
- **Confidentiality:** We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.
- **Contracting:** You agree not to hire any Sanitas employees or their agents independently for the period of this agreement and two years after its completion.
- **Indemnification:** Since we will be acting at your direction, you agree to indemnify and hold Sanitas and our agents and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you

1101 Pennsylvania Ave NW, 6th Floor | Washington DC 20004 | Tel: 202.756.1961 | www.sanitasint.com

Privileged and Confidential

to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.

- **Conflicts of Laws/Jurisdiction:** This agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia without regard to its conflicts of laws principles. Client and Sanitas agree that any state or federal court for or within the District of Columbia shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and Client and Sanitas irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum.
- **Complete Agreement:** This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of Sanitas.
- **Jurisdiction and Governing Law:** Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement must be commenced in the American Arbitration Association (AAA) in the District of Columbia. Each party agrees that the District of Columbia is the proper forum for the commencement of any legal action by any party to the Agreement.

This agreement may be terminated by either party with 30 (thirty) days written notice and payment of all outstanding fees and expenses. Consulting fees will incur a 5 (five) percent late fee for every 30 (thirty) day period past due.

Please sign this letter and return it to the address given below. Please also scan and email an additional copy. Work will start upon our receipt of this letter. Payments may be sent by wire transfer as noted on the next page:

Please Wire Funds to:

Bank: PNC

- Bank Address: 1413 P Street, Washington D.C., 20005
- Beneficiary: Sanitas International
- Account #: [REDACTED]
- Routing #: [REDACTED]
- Swift Code: [REDACTED]

As a trusted client, if needed, you can be provided an invoice, with payment due immediately. In addition, we will provide the client with a bi-monthly report of the firm's activities on your behalf.

Sanitas is looking forward to a long and productive relationship with the Transformation and Continuity Party its leadership and we are eager to start working on your behalf

Very truly yours,

On behalf of the Sanitas Team

Afghanistan / 4

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature: Christopher M. Haroon

Date: 05 July 2014

Name: Christopher M. Haroon

Title: Partner

Entity: Saritas International

Signature: Ajmal Ghani

Date: 05 July 2014

Mr. Ajmal Ghani

Agent

Transformation and Continuity Party

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