

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

Sandler Trade LLC, 3950 Langley Ct NW, Washington, DC 20016

2. Registration No.

6038

3. Name of Foreign Principal

Minister Kessiri Siripakorn

4. Principal Address of Foreign Principal

Office of Commercial Affairs
Royal Thai Embassy
1024 Wisconsin Ave. NW, Washington DC 20007

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <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>) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Office of Commercial Affairs, Embassy of the Royal Thai Government
- b) Name and title of official with whom registrant deals
Minister Kessiri Siripakorn, Minister of Commercial Affairs

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

Formerly CRM-157

FORM NSD-3
Revised 03/11

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
May 01, 2011	Marideth Joy Sandler, CEO	/s/ Marideth Joy Sandler

eSigned

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 Sandler Trade LLC	2. Registration No. 6038
3. Name of Foreign Principal Minister Kessiri Siripakorn, Office of Commercial Affairs, Royal Thai Embassy	

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 assistance regarding a petition for a waiver to the competitive need limitations (CNLs) of the Generalized System of Preferences that could affect duty-free treatment for imports of certain rubber gloves from Thailand and for continuation of a waiver to the CNLs for importation of certain silver jewelry from Thailand; trade data monitoring; assistance with setting up a lunch or meeting with a federal official overseeing protection of intellectual property; review of educational materials prepared by the Office of Commercial Affairs; and provision of talking points for pertinent meetings.

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

In addition to the activities outlined in the contract, Sandler Trade LLC has been asked to assist the Office of Commercial Affairs in organizing a group of representatives from GSP beneficiary countries, draft a letter from the group, and arrange and attend meetings with Congressional staff.

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.

Political activities will comprise advocating to Congressional staff for renewal of the GSP program and, if GSP is renewed, for support of Thailand's requests regarding continued duty-free importation of rubber gloves and silver jewelry.

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
May 01, 2011	Marideth Joy Sandler, CEO	/s/ Marideth Joy Sandler 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.

Office of Commercial Affairs
Royal Thai Embassy
1024 Wisconsin Ave., NW
Suite #202
Washington, DC 20007

March 15, 2010

Re: Side Letter Agreement to the Agreement for Advisory Services dated March 15, 2011

Dear Marideth J. Sandler,

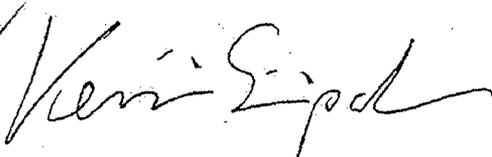
Reference is made to the Agreement for Advisory Services dated March 15, 2011 between the Office of Commercial Affairs of the Royal Thai Embassy, Washington, D.C. ("the client") and Sandler Trade LLC ("the Firm") (the "Agreement"). It is understood by the parties of the Agreement that the fault of the Firm mentioned in Section 5.4 of the Agreement shall mean the non-compliance of the performances and obligations of the Firm as specified under the Agreement.

IN WITNESS WHEREOF, this Side Letter Agreement has been executed by the parties and is effective on March 15, 2011

Office of Commercial Affairs
Royal Thai Embassy, Washington, D.C.

Sandler Trade LLC

By:



Minister (Commercial)

By:



Marideth J. Sandler

AGREEMENT FOR ADVISORY SERVICES

This Agreement is made by and between the Office of Commercial Affairs of the Royal Thai Embassy, Washington, D.C. represented by its duly authorized officials (hereinafter called "the client"), and Sandler Trade LLC (hereinafter called "the Firm").

WHEREAS, in consideration of the services hereinafter stated, the client is willing to hire the Firm to advise the client with respect to its need for general advice regarding issues relating to the Generalized System of Preferences (GSP) program, and the Firm is willing to render such services to the client:

NOW, THEREFORE, the parties agree as follows:

Article 1. Service of this Agreement

The purpose of this Agreement is to make available to the client advisory services (hereinafter called "the Services") by the Firm as shown in Appendix A (per the attached Terms of Reference).

The Firm agrees to render the Services as detailed in Appendix A (per the attached Terms of Reference).

Article 2. Duration

This Agreement, upon the execution of the same by all parties, will take effect on March 15, 2011, and will expire on September 15, 2011.

Article 3. Fees and Expenses

3.1 The client shall pay the Firm its fees and reimburse its expenses for the services rendered under this Agreement in the total amount of US\$ 34,850 (US\$ 10,455 upon signing of this agreement; US\$ 10,455 on June 15, 2011; and US\$ 13,940 on September 15, 2011).

3.2 Taxes, which may be incurred by the Firm on payments made by the client for services rendered under this Agreement, shall be the responsibility of the client for taxes incurred in Thailand and the responsibility of the Firm for taxes incurred outside Thailand.

Article 4. Method of Payment

4.1 The fees (inclusive of expenses) shall be billed by invoice to the client by the Firm on the date of signing and 30 days prior to the two subsequent payment dates indicated in Article 3.

4.2 Payment shall be made by the client in U.S. dollars by wire transfer or check on the date of signing this Agreement and subsequently within 30 days from the date of the invoices issued under Article 4.1. Payment by wire transfer or check can be made to Sandler Trade LLC, 3950 Langley Ct NW, Washington, DC 20016, USA.

MS

Article 5. Termination

5.1 Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party notice in writing to remedy such default promptly.

5.2 Failure of the defaulting party in taking corrective measures as required by the other party within 15 (fifteen) days of receipt of such notice shall constitute a sufficient cause for the other party to terminate this Agreement.

5.3 In the event of termination of this Agreement, the client shall compensate the Firm for its fees and expenses incurred for the services performed up to the effective date of termination in connection with the termination of the Agreement.

5.4 In the event of termination of this Agreement due to the fault of the Firm, the Firm agrees to pay the client a penalty in the amount of ten per cent (10%) of the total contract amount as per stated in Article 3 section 3.1 of the Agreement.

5.5 This Agreement may be terminated by convenience of the client, at any time, by sending notice to the Firm not less than 30 (thirty) days in advance. The Firm shall receive remuneration from the client for services performed up to the effective date of termination.

5.6 This Agreement will be terminated if for any professional or ethical reasons or other reasons beyond control that the Firm cannot proceed with the representation. The Firm shall receive remuneration from the client for services performed up to the effective date of termination.

Article 6. The Rights and Duties of the Firm

6.1 The Firm and its staff, in advising and acting for the client, shall at all times perform the Services by using all reasonable skill, care and due diligence and efficiency and shall carry out their professional obligations in accordance with recognized international professional standards.

6.2 The client agrees that the Firm's representation in this matter will not preclude the Firm from representing other clients, whenever such representation can be undertaken consistent with applicable ethical and professional rules.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

The Firm

DATE: March 15, 2011

BY: Marideth J. Sandler
Marideth J. Sandler
Sandler Trade LLC

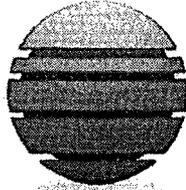
Office of Commercial Affairs
Royal Thai Embassy, Washington, D.C.

DATE: 3/15/2011

BY: Kerr Sipat
Minister (Commercial)

MS

APPENDIX A: TERMS OF REFERENCE



Sandler Trade LLC

March 11, 2011

Minister Kessiri Siripakorn
Dr. Chakaran Komolsiri
Royal Thai Embassy Office of Commercial Affairs
1024 Wisconsin Avenue NW
Washington, DC 20007

Dear Minister Kessiri and Dr. Chakaran:

Thank you very much for the opportunity for Sandler Trade LLC (consultant) to provide the Office of Commercial Affairs of the Royal Thai Embassy (client) the Terms of Reference to assist with: 1) seeking the grant of a Competitive Need Limitation (CNL) waiver for certain rubber gloves; 2) seeking the continuation of the existing CNL waiver for certain silver jewelry; and 3) reviewing the deliverables of your communications consultant (Global Communicators) pertinent to these two issues. I have outlined below: 1) the detailed Scope of Work, including the deliverables; 2) assistance and coordination requested of the Office of Commercial Affairs; 3) additional project terms; and 4) the cost to provide the consultant services as detailed in the Scope of Work.

Consultant's Scope of Work

1. Talk with William Jackson initially to identify Administration schedules for review of both issues and maintain ongoing contact throughout the project.
2. Review and analyze previous written submissions for both issues and previous Administration and Congressional contacts made by the Royal Thai Embassy and on behalf of the Embassy, and identify gaps as well as previous arguments and entities of support to strengthen.

3950 Langley Ct NW, Washington, DC 20016 USA
sandler@sandlertrade.com; 1-202-492-7473
marideth.joy.sandler (skype)

A handwritten signature or set of initials in dark ink, located in the bottom right corner of the page.

3. Review and analyze available data from Panjiva (location, amount, history) on U.S. importers of both products.
4. Develop and submit a strategy and advocacy plan that also includes the analysis of items 1-3, taking into account the Administration's review schedule. The goals of the plan will be to identify and involve or reach: a) U.S. importers to provide "on-the-record" support of both of the CNL waivers; b) Members and staff of pertinent Congressional districts and committees to write letters of support to Ambassador Kirk or his successor; c) members of the Trade Policy Review Group and other higher-level officials who will likely be a part of the Administration's decisions on these issues; and d) other important individuals whose support or lack of objection will be valuable. Integrate Embassy input into the draft plan, finalize with timeframe, and then use the strategy and advocacy plan as the blueprint for action over the project's six-month period.
5. Review the USITC report on the rubber glove CNL waiver petition when a public version is released (anticipated late April 2011), submit draft comments (includes public and business confidential versions) to the Embassy for review, and then finalize and submit the comments via www.regulations.gov prior to the deadline.
6. Prepare draft comments for Embassy review to USTR for retention of the silver jewelry CNL waiver (will include public and business confidential versions), and then finalize and submit via www.regulations.gov prior to the deadline.
7. Monitor monthly import data for the two tariff lines in question from Thailand, other GSP beneficiaries and non-GSP beneficiary countries.
8. Prior to meetings with Embassy representatives and key decision-makers, provide persuasive stories and talking points tailored to their specific constituencies.
9. Work cooperatively with Global Communicators to seek to ensure its use of accurate content and arguments in all communications materials pertinent to these two issues.
10. Prior to key meetings, provide a list to the Office of Commercial Affairs of participants to be invited and their contact information for the Office's use in arranging each meeting.
11. Seek to arrange a meeting (preferably lunch) with Minister Kessiri, Counsellor Jittima, and Ms. Victoria A. Espinel, U.S. Intellectual Property Enforcement Coordinator
12. Attend meetings pertinent to these two issues when requested by the Embassy.
13. Meet monthly with Office of Commercial Affairs staff.
14. Submit, on a quarterly basis, a written, bulleted summary of progress to accomplish the Scope of Work.

Deliverables will include the: 1) Strategy and Advocacy Plan for the Rubber Glove CNL Waiver and Silver Jewelry CNL Waiver; 2) Comments on the USITC Report on the Rubber Glove CNL Waiver; 3) Comments on Retention of the CNL Waiver for Certain Silver Jewelry; 4) Meeting



Contact Lists; 5) One-page Talking Points for meetings with key decision-makers; and 6) Quarterly bulleted summaries of Scope of Work progress (proposed due dates: Friday, April 29; Wednesday, June 15; Friday, July 29; and Thursday, September 15).

Assistance from the Royal Thai Embassy

Achievement of the scope of work, within the project cost, by Sandler Trade LLC relies on receipt of the following assistance from the Commercial Office of the Royal Thai Embassy:

- Provision of a primary point of contact for this project.
- Confirmation of the quarterly report due dates.
- Contacting the meeting participants to confirm the dates of the meetings described in the Scope of Work.
- Reasonable access to previous and current documents prepared by the Embassy and its previous or current consultants and interns that are pertinent to the two CNL waivers.
- Verbal reports of pertinent meetings not attended by the consultant.
- Monthly meetings with the consultant.

Terms

Upon mutual signature of the Agreement for Advisory Services, beginning on March 15, 2011, Sandler Trade LLC will begin work on this project as detailed in the Scope of Work section. The project will continue through September 15, 2011. Either party (the Commercial Office of the Royal Thai Embassy or Sandler Trade LLC) may terminate this project with thirty days' written notice to the other party. In the event of termination, the client's compensation of the consultant's services performed will be based on that month's percentage of the amount to be paid for that three-month period. Compensation will not be refunded for previous work.

Cost and Payment of Fees

The lump-sum cost for providing the services included in the Scope of Work above is \$34,850. Out-of-pocket expenses have been included. Certain large costs have not been included, such as hearing transcripts or out-of-town travel.

Payment of fees is due according to the following schedule: 1) \$10,455 due to consultant upon signing of the Agreement for Advisory Services; 2) \$10,455 due to the consultant on June 15, 2011; and 3) \$13,940 due to the consultant on September 15, 2011.

Should the period of the CNL waivers' review be extended beyond September 15, 2011, services

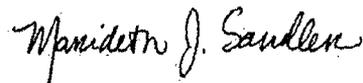


beyond that date would be at an additional cost. Sandler Trade LLC welcomes the opportunity to assist the Commercial Office of the Royal Thai Embassy in other capacities during the timeframe of this project. Because of Sandler Trade LLC's seeking to accomplish the eleven task areas of the Scope of Work at the lowest cost to the Office of Commercial Affairs, the consultant's provision of any services outside of the Scope of Work would be at an additional cost.

Thank you, again, for requesting Sandler Trade LLC's proposal. Please let me know if you have any questions. I have also reviewed and filled in the Agreement for Advisory Services for this project.

I look forward to the opportunity to assist you.

Sincerely,



Marideth J. Sandler
CEO/International Trade Advisor

cc: Counselor Jittima Srithaporn
Counselor Wanlada Ratanapanich

