

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 <https://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: <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 .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, 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 and Address of Registrant  Portland PR Inc 437 Madison Avenue, 12th Floor, New York, NY 10022	2. Registration No.  6064
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3. Name of Foreign Principal  Embassy of the Republic of Kazakhstan in Washington	4. Principal Address of Foreign Principal  1401, 16th Street, NW, Washington, DC 20036, USA
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country <sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
Embassy of the Republic of Kazkahstan in Washington
- b) Name and title of official with whom registrant deals  
Erzhan Kazykhanov, Ambassador of the Republic of Kazakhstan to the United States

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

<sup>1</sup> "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:

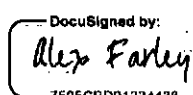
- Supervised by a foreign government, foreign political party, or other foreign principal Yes  No
- Owned by a foreign government, foreign political party, or other foreign principal Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal Yes  No
- Controlled by 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	Signature
11 January 2018	Alex Farley COO	 DocuSigned by: 7505C8DB1334438

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  Portland PR Inc	2. Registration No.  6064
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3. Name of Foreign Principal  
  
Embassy of the Republic of Kazakhstan in Washington

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.

Public relations services surrounding Kazakh presidential visit to the USA:

Press materials: in advance of the presidential visit, Portland will develop communications materials to support the visit.

Media Outreach: Portland will conduct limited outreach to top tier, national print and broadcast journalists to provide background on the visit and secure interview with government officials.

Stakeholder engagement: a second element of the presidential visit involves a tailored outreach program targeting the business and think tank community in Washington.

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

Public relations services surrounding Kazakh presidential visit to the USA:

Press materials: in advance of the presidential visit, Portland will develop communications materials to support the visit.

Media Outreach: Portland will conduct limited outreach to top tier, national print and broadcast journalists to provide background on the visit and secure interview with government officials.

Stakeholder engagement: a second element of the presidential visit involves a tailored outreach program targeting the business and think tank community in Washington.

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.

Activities on behalf of the foreign principal could include limited outreach consistent with the response to Question 8 above.

### 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
11 January 2018	Alex Farley COO	DocuSigned by: <i>Alex Farley</i>

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.

**Contract № \_\_\_\_\_**  
**For the Provision of Information,**  
**Research and Consultancy Services**

Washington, DC, USA

13. December 2017

The Embassy of the Republic of Kazakhstan in Washington, address: 1404, 16<sup>th</sup> Street, NW, Washington, DC 20036, USA, hereinafter referred to as "Customer", represented by Ambassador of the Republic of Kazakhstan to the United States Erzhan Kazykhanov, on the one hand, and

«Portland PR Inc.», address: 437 Madison Avenue, New York, NY 10022, USA, hereinafter referred to as "Supplier", represented by Chief Operating Officer Mr. Alexandra Farley, acting under the Charter, on the other hand, collectively referred to as "Parties", have agreed as follows:

The Supplier undertakes to provide a wide range of services in the area of media, publishing, editorial, advertising, organization of events to fulfill the needs of the Customer's requirement, and the Customer undertakes to accept and pay for these services the total amount of \$95 000 (*ninety five thousand dollars*), including all taxes and other payments to the budget.

1. In this Agreement the definitions are interpreted as following:

1) "Agreement" – a legal act, concluded by Customer and Supplier according to normative legal acts of the USA in a written form and signed, including all supplements, to which there are referrals in the Agreement, by both parties;

2) "Cost of the Agreements" – \$95 000 (*ninety five thousand dollars*) the amount payable by the Customer to the Supplier for complete fulfillment of his responsibilities according to the Agreement;

3) "Auxiliary services" – any Auxiliary services, including providing technical support, training and other similar services stipulated in the Agreement;

4) "Services" – actions of the Supplier in the area of media, publishing, editorial, advertising, organization of events and general communication services stipulated in the Agreement;

2. The following documents and conditions included in them are integral to the Agreement:

1) The Agreement;

2) Plan of providing services (Annex)

3. The Supplier undertakes responsibility to provide, and the Customer undertakes the responsibility to pay for the Services in the quantity and quality specified in the Agreement. The Customer transfers the payment to the Supplier using the bank requisites stated in this Agreement.

4. Payment shall be effected in the following order:

1) The total amount of payment for the services specified in the Annex to the Agreement in the amount of \$95 000 (*ninety five thousand dollars*) including taxes and other payments to budgets is paid in the following order:

The first advance payment of 40% of the total amount stated in paragraph 4, p. 1) \$38 000 (*thirty eight thousand dollars*) including taxes and other payments to the budget - to be paid within 10 (ten) business days from the date of signing this Agreement by both Parties.

The second advance payment of 30% of the total amount stated in paragraph 4, p. 1) \$28 500 (*twenty eight thousand five hundred dollars*) including taxes and other payments to the budget - to be paid in its entirety after the intermediate Certificate of Acceptance is signed by both Parties and an issued invoice for payment, no later than December 15, 2017.

The final payment of 30% of the total amount stated in paragraph 4, p. 1) \$28,500 (*twenty eight thousand five hundred dollars*) including taxes and other payments to the budget - to be paid in its entirety after the final Certificate of Acceptance is signed by both Parties and an issued invoice for payment, no later than December 30, 2017.

2) Within five business days after completion of provision of the concrete services the Supplier shall provide the Customer with two copies of Certificate of Acceptance signed by the Supplier;

3) The form of factual, intermediate, final Certificate of Acceptance is agreed by the Supplier and Customer in advance;

4) The Supplier undertakes responsibility to provide the version of the Certificate of Acceptance in Russian;

5) The Customer undertakes responsibility to review and sign Certificate of Acceptance, and to send one copy to the Supplier within five days after accepting the Certificate of Acceptance. Otherwise the Customer must provide a refusal to approve the Certificate of Acceptance in case the services were not accomplished properly by stating comments, notes and instructions to correct deficiencies to the Supplier within the aforementioned timeframe;

6) In case upon the completion of the Agreement the Supplier provides the services which value does not exceed the advance made earlier, the difference of the payment amount must be refunded by the Supplier to the Customer.

5. The Plan of Services provision is valid during the term of the Agreement taking into account the requirements of Paragraph 15 of this Agreement.

If necessary, the Customer may ask the Supplier to add amendments to the Plan of Services Provision.

6. The Parties appoint representatives responsible for approving the Plan of Services provision and Certificate of Acceptance, as well as for implementation of the Plan of Services provision, for administrating and coordinating of the services provision. The Parties notify each other on the responsible personnel within three days after signing the Agreement;

7. Implementation of the services must be carried out according to the Plan of Services provision, approved by the parties, according to Paragraph 5.

The Services proposed by the Supplier must be agreed by the Customer in advance in a written form (including by means of e-mails) within two working days before providing a proposal.

8. Amendments can be done to the Agreement, on the condition the quality or the basis for choosing the Supplier does not change, in the following cases:

- 1) Decrease or increase of the cost of the Agreement, reasoned by decrease or increase in the volume of required services. In this case the price of services does not change;
- 2) Mutual Agreement by the Parties to decrease the prices for services in case prices for the analogous services decrease during the term of the Agreement;

9. Quality of the services provided under the Agreement must correspond to or exceed the quality stated in the technical specifications.

10. Except for the Supplier's personnel appointed by the Supplier, the Supplier must not disclose, without the Customer's consent, the content or any provision of the Agreement as well as technical documentation or information provided by the Customer from its name or via other parties,

11. The Supplier shall not use any of the above-mentioned documents or information without written consent of the Customer, unless such documents or information are used directly for the purpose of implementation of the Agreement;

12. The cost of the auxiliary services is included in the cost of the Agreement;

13. The duration of the Agreement starts from the date both parties sign the Agreement and ends on or around February 10, 2018.

14. Payment to the Supplier shall be made according the schedule and amount stated in Paragraph 4.

15. Any changes or amendments to the Agreement are not acceptable unless they are agreed and signed by both parties.

16. The Supplier cannot transfer his responsibilities partly or in full to other parties without Customer's preliminary consent.

17. Providing services must be implemented according to the conditions of this Agreement

18. Supplier must provide the Customer upon his request copies of all sub-contracting agreements, concluded for implementation of this Agreement. Existence of the sub-contractors does not exempt the Supplier from implementing the services according to the Agreement.

19. In case during implementation of the services according to the Agreement the Supplier or his sub-contractor (-s) encounter conditions threatening timely provision of the services, the Supplier must immediately notify the Customer of the delay, its expected length and the reasons. After receiving the notification the Customer must evaluate the situation and may at his own discretion prolong the dead-lines. In this case corresponding amendments to the Agreement must be made in accordance with the requirements of Paragraph 15 of the Agreement.

In case during implementation of the services according to the Agreement the Customer becomes insolvent or fails to fulfill his obligations according to the Agreement, the Supplier is

entitled to immediate termination of the Agreement. In such case the Customer pays the Supplier the costs actually incurred by the Supplier.

20. Excluding force-majeure conditions, in case of failing or improper provision of services, or missing the deadlines, the Customer, without infringing on his other rights, shall demand penalty in the amount of 0,1% out of total cost of the Agreement per each day of delay, but not exceeding 10% of the total cost of the Agreement.

21. Without infringing on other sanctions for failing to fulfill the obligations of the Agreement, the Customer may terminate the Agreement by sending a written notification on failure to meet obligations, in the following cases:

- 1) The Supplier is not able to provide services within the timeframe stipulated by the Agreement or within the period of prolongation of the dead-line provided by the Customer;
- 2) The Supplier fails to or is not able fulfill other obligations according to the Agreement

22. The Supplier is exempt from responsibilities and penalties or termination of the Agreement, for failing of provision of the services properly and timely in case of force-majeure circumstance.

23. Force-majeure circumstances are the events, which cannot be influenced by the Supplier and not caused by his negligence. Such circumstances may include, but not limited to, wars, hostilities, earthquakes, natural disasters; epidemics, quarantine, embargo.

In case of force-majeure circumstances, Supplier must provide the Customer with the document that proves the existence and duration of the force majeure issued by the competent authorities.

24. The Customer may terminate the Agreement at any time by sending a corresponding written notification in case the Supplier is bankrupt or insolvent. In this case termination is made immediately and the Customer pays the Supplier only the costs actually incurred by the Supplier.

25. The Customer may terminate the Agreement in case of non-expediency of its further implementation by sending a corresponding written notification, not later than 30 (thirty) days prior termination of the Agreement. The notification must contain the reasons for termination, the volume of the nullified responsibilities and the date of termination. The Customer shall pay actually incurred expenses.

26. Customer and Supplier must put all efforts to solve disputes and contradictions between them through negotiations.

27. In case the Parties are not able to solve the disputes within 21 (twenty-one) days since the beginning of the negotiations, any of the Parties may apply for settlement to the legal authorities of the USA.

28. The Agreement is made in 3 (three) copies, in English, Russian and Kazakh each, of which 1 (one) for the Supplier and 2 (two) for the Customer. All copies have an equal legal force.



In case of discrepancies of the English, Russian and Kazakh versions of the Agreement, the English version of the Agreement has the prevailing force.

29. All notifications, provided by one Party to another according to the Agreement, must be made in written form (including by means of e-mails), telex or fax with consequent presenting an original copy.

30. A notification enters to force after delivering or on the stated date of entering to force (if stated in the notification), depending on which date happens latest.

31. The Agreement is concluded according to the legislation of the United States of America

32. Addresses, bank details and signatures of the Parties

**Customer**

Erzhan Kazykhanov  
Ambassador of the Republic of Kazakhstan to  
the United States

Address:  
The Embassy of the Republic of Kazakhstan in  
Washington  
1404, 16<sup>th</sup> Street, NW  
Washington, DC 20036  
USA

[Redacted signature area]

Signature [Handwritten Signature]  
Date 13 Dec 2017

**Supplier**

Alexandra Farley  
Chief Operating Officer  
Portland PR Inc.

Address:  
Chief Operating Officer  
437 Madison Avenue,  
New York, NY 10022,  
USA

[Redacted signature area]

Signature [Handwritten Signature]  
Date 11 Dec 2017

### Table of services (Annex)

The Supplier undertakes to provide the Table of services in accordance with the current Annex to the Contract N<sup>o</sup> \_\_ signed on *13 December*, 2017 between the Embassy of the Republic of Kazakhstan in Washington (referred to as "Customer") and Portland PR Inc., (referred to as "Supplier").

The Supplier undertakes to provide the following services:

**Press materials:** in advance of the presidential visit, Portland would develop a communications materials to support the visit.

**Media Outreach:** Portland will conduct limited outreach to top tier, national print and broadcast journalists to provide background on the visit and secure interview with government officials.

**Stakeholder engagement:** A second element of the presidential visit involves a tailored outreach program targeting the business and think tank community in Washington.