

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 Heather Podesta + Partners, LLC 901 7th Street NW, Suite 600 Washington, DC 20001	2. Registration No. <div style="font-size: 2em; text-align: center;">6103</div>
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3. Name of Foreign Principal Taipei Economic and Cultural Representative Office in the U.S.	4. Principal Address of Foreign Principal 4201 Wisconsin Avenue, N.W. Washington, D.C. 20016
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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 (specify) _____
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
 Taipei Economic and Cultural Representative in the U.S.
- b) Name and title of official with whom registrant deals  
 Ambassador Jason C. Yuan, Chief Representative

7. If the foreign principal is a foreign political party, state:

- a) Principal address  
 N/A
- b) Name and title of official with whom registrant deals N/A
- c) Principal aim N/A

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.

N/A

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.)

N/A

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.

N/A

**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
5/14/12	Heather Miller Podesta, CEO	

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  Heather Podesta + Partners, LLC	2. Registration No.  <div style="font-size: 2em; text-align: center;">6103</div>
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3. Name of Foreign Principal  
  
 Taipei Economic and Cultural Representative Office in the U.S.

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.

Heather Podesta + Partners will perform services to assist the Taipei Economic and Cultural Representative Office in the U.S. in strengthening its ties to the United States government.

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

Assisting the Taipei Economic and Cultural Representative Office in the U.S. in strengthening its ties to the United States government.

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.

At the request of the Taipei Economic and Cultural Representative Office in the U.S., meetings and communications with Members of Congress, Congressional staff, Executive branch officials, and other members of the public sector may be arranged.

**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
5/14/12	Heather Miller Podeste	

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.

**ENGAGEMENT AGREEMENT**

Dated April 27, 2012

THIS ENGAGEMENT AGREEMENT ("Agreement") is effective this May 1, 2012, by and between the Taipei Economic and Cultural Representative Office in the U.S., ("TECRO") having its principal offices at 4201 Wisconsin Avenue, NW, Washington, DC 20016 and Heather Podesta + Partners, LLC, ("the Provider") having its principal office located at 901 7<sup>th</sup> Street, NW, Washington, DC 20001.

WHEREAS, TECRO wishes to have the Provider performing the services hereinafter referred to, and

WHEREAS, the Provider is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**Services**

The Provider shall perform services to assist TECRO in strengthening its ties to the United States government. The Provider shall assist in implementing strategies to achieve objectives through policy expertise and high-level relationships, as well as other services that may be agreed by the Parties in writing, ("the Services").

**Term**

The Provider shall perform the Services during the period commencing on May 1, 2012, and continuing through April 30, 2013, or any other period as may be subsequently agreed by the parties in writing. Both parties shall review this Agreement every six (6) months thereafter.

**Payment**

TECRO shall pay the Provider an amount of US \$25,000.00 (twenty-five thousand dollars) each month, plus travel expenses. TECRO shall pay Provider by wire transfer in advance of each monthly period, including the beginning of the term of this Agreement. Should Provider be required to travel, TECRO will reimburse Provider for travel expenses, including business-class travel and deluxe accommodations. The payment of the expenses shall be performed upon prior written consent of TECRO. Expenses for each monthly period shall be invoiced and paid with the fees due for the following period.

**Performance Standard**

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Provider shall comply with the Foreign Agents Registration Act, and any other applicable United States laws.

**Confidentiality**

The Providers shall not, during the term of this Agreement and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or TECRO business or operations without the prior written consent of TECRO.

**Ownership of Material**

Any studies, reports, opinions or other material, or otherwise, prepared by the Provider for TECRO under the Agreement shall belong to and remain the property of TECRO. The Provider may retain a copy of such documents and software.

**Assignment**

The Provider shall not assign this Agreement or any portion of it without TECRO's prior written consent.

**Governing Law and Language**

The Agreement shall be governed by the laws of the District of Columbia and the United States of America, and the language of the Agreement shall be English.

**Termination**

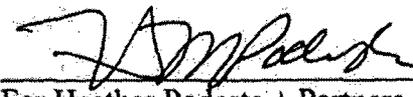
Both Parties may terminate the Agreement with at least 45 days prior written notice to each other. Payment for services shall be made through the date of the termination.

**Amendment**

This Agreement may not be modified or amended except by an instrument in writing by the parties hereto.

  
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For TECRO

Name (print): Jason C. Yearn

  
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For Heather Podesta + Partners, LLC

Name (print): Heather M. Podesta