

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.

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| 1. Name and Address of Registrant<br><br>Prime Policy Group  | 2. Registration No.<br><br>6112  |
| 3. Name of Foreign Principal<br>National Security Council of Georgia   | 4. Principal Address of Foreign Principal<br>State Chancellery<br>P. Ingorokva Street 7<br>0123 Tbilisi, Georgia |
| 5. Indicate whether your foreign principal is one of the following:<br><input checked="" type="checkbox"/> Foreign government<br><input type="checkbox"/> Foreign political party<br><input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation<br><input type="checkbox"/> Association<br><input type="checkbox"/> Individual-State nationality<br><input type="checkbox"/> Committee<br><input type="checkbox"/> Voluntary group<br><input type="checkbox"/> Other ( <i>specify</i> ) _____ |  |
| 6. If the foreign principal is a foreign government, state:<br>a) Branch or agency represented by the registrant<br>National Security Council of Georgia<br>b) Name and title of official with whom registrant deals<br>Giorgi Bokeria, Secretary of the National Sec. Council of Georgia; H.E. Temuri Yakobashvili, Amb. of Georgia to the US   |  |
| 7. If the foreign principal is a foreign political party, state:<br>a) Principal address<br><br>b) Name and title of official with whom registrant deals<br>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                        |
|-------------------|-------------------|----------------------------------|
| July 02, 2012     | President and CEO | /s/ R. Scott Pastrick<br>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

Prime Policy Group

2. Registration No.

6112

3. Name of Foreign Principal

National Security Council of Georgia

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.

Prime Policy Group will provide strategic advice and counsel to the client on a variety of political and trade related issues as defined in the attached contract. Method of performance will vary, but will include meetings, phone calls and correspondence with US and Georgian government officials.

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

Prime Policy Group will assist the client with outreach to and advocacy before the US Administration and the House and Senate (and perhaps other federal agencies as well) on a variety of matters of bilateral interest, as defined in the attached contract.

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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 include outreach on behalf of the client to US government officials on political and trade matters of bilateral interest as defined in the attached contract. Method of performance will vary, but will include meetings, phone calls and correspondence with US and Georgian government officials.

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### 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                        |
|-------------------|-------------------|----------------------------------|
| July 02, 2012     | President and CEO | /s/ R. Scott Pastrick<br>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.



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Suite 1000  
Washington, DC 20005  
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prime-policy.com

### Agreement

This agreement (hereinafter referred to as "Agreement") is made between and entered into by:

the National Security Council of Georgia, based at the State Chancellery, P. Ingorokva Street 7, 0134 Tbilisi, Georgia (hereinafter referred to as "[GEORGIA]" and "the Client") and Prime Policy Group, based at 1110 Vermont Avenue, Suite 1000, Washington, DC 20005 [hereinafter referred to as "Prime Policy Group" and "Agent"].

This agreement witnesses that the parties agree as follows:

#### 1. Duration and termination

- 1.1. This Agreement shall come into full force as from 19 June 2012. This Agreement shall remain in force until 19 December 2012, unless notice may be given in accordance with 1.2 below.
- 1.2. Either party may terminate this Agreement at any time prior to its natural expiration subject to thirty (30) days advance written notice.
- 1.3. Each of the Parties has the right to immediately terminate this Agreement if any of the following events occur:
  - 1.3.1. in case bankruptcy or a moratorium is applied for or granted with respect to the other Party;
  - 1.3.2. in case a Party is in material breach of any of its obligations arising from this Agreement and such breach is not remedied within 30 days from the date of written notification by the other Party specifying the breach and requiring its remedy.
- 1.4. the Government of Georgia will not owe any goodwill, damages or compensation whatsoever to Prime Policy Group in case this Agreement is terminated in accordance with these terms. However, termination of this agreement shall not relieve the Client from the obligation to pay to Prime Policy Group all amounts due to Prime Policy Group at the date of such termination pursuant to the terms of this agreement. Should this Agreement terminate prior to its natural expiration, any fees paid to Prime Policy Group by the Client that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by the Prime Policy Group to the Client.

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NSO/CES/ALPHA/PARTNER  
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## 2. Obligations and rights of Prime Policy Group

Prime Policy Group shall:

- 2.1. perform and/or deliver and the Government of Georgia shall be entitled hereunder to strategic advice and counsel as required; outreach to and advocacy before the U.S. Administration, and the House and Senate; to advance free trade and democracy issues; assistance with Nato issues as required; assistance with pre-electoral issues; and other support as defined by the two parties.
- 2.2. avoid any and all behaviour which might damage the Government of Georgia's reputation or which in any way might adversely affect the interests, reputation or assets of the Government of Georgia.
- 2.3. perform or arrange Tasks as instructed by the Client and commits itself not to incur excessive or unjustified expenses during the execution process;
- 2.4. hold all necessary negotiations and manage all arrangements necessary for performing Tasks;
- 2.5. inform the Client of circumstances which may constrain the Agent from immediately launching, executing or completing Tasks; also to inform the Client of cases when the Agent fails to follow the Client's instructions.
- 2.6. perform its duties within the following constraints:
  - 2.6.1. inform the Client's embassies before any activity carried out in the countries for which they are responsible. Under the terms of this contract Prime Policy Group is responsible for the activities in the United States.
  - 2.6.2. Agent shall inform the Client immediately if there are any contradictions between what Prime Policy Group and what an embassy thinks needs to be done.
  - 2.6.3. Agent will not represent, nor claim to represent, the Government of Georgia, in any dealings with third parties. Agent will always clarify that they are working as consultants who have been asked to help the Government of Georgia.

Agent has the right to:

- 2.7. extend the performance deadline of Tasks if the Client delays the fulfilment of obligations taken on in this Agreement, or if circumstances appear independent of the Agent which may make the timely execution of Tasks impossible or significantly more difficult;
- 2.8. be paid by the Client for the performance of Tasks according to the conditions and regulation stated in this Agreement.





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## 6. Confidentiality

6.1. Prime Policy Group acknowledges that in providing services to the Government of Georgia it may receive certain secrets and proprietary and confidential information (the "Confidential Information") of the Client. Prime Policy Group agrees that all right, title and interest in and to the Confidential Information it may obtain shall remain the exclusive property of the Client and that such Confidential Information shall be held in trust and in confidence by Prime Policy Group for the Client. No interest, license or any right respecting the Confidential Information is granted to Prime Policy Group under this agreement by implication or otherwise. Prime Policy Group shall not use the Confidential Information in any manner except as reasonably required to provide the Services hereunder. Prime Policy Group shall use all reasonable efforts to protect the Client's interest in the Confidential Information and to keep it confidential, using a standard of care no less than the degree of care that Prime Policy Group would be reasonably expected to employ for its own similar confidential information. Prime Policy Group will deliver to the client within thirty (30) days after expiration or earlier termination of the Agreement all Confidential Information belonging to the Government of Georgia or received by Prime Policy Group. This provision shall survive the expiration or termination of this agreement.

## 7. Subcontractors & agents

7.1. Prime Policy Group may use affiliates and subcontractors in specific geographies and/or for specific functions during the term of the contract. All services rendered and all products and other results delivered by or purchased from Subcontractors will be deemed Results (as determined by this Agreement) and Prime Policy Group will in respect of such Results be under the same obligations as if Prime Policy Group produced such Results itself. Prime Policy Group will be fully liable for the correct and timely performance of its Subcontractors and will indemnify the Government of Georgia from and hold it harmless against all claims and damages incurred or claimed by its Subcontractors.

7.2. Furthermore, Prime Policy Group shall and shall cause its Subcontractors to transfer all their rights to the Results, including but not limited to the intellectual property rights to the Government of Georgia.

## 8. Liability

8.1. It is acknowledged that Prime Policy Group can not undertake to verify facts supplied to it by the Government of Georgia or factual matters included in material prepared by Prime Policy Group and approved by the Client. Accordingly, the Client agrees to indemnify and hold Prime Policy Group harmless from and against any and all liability, losses, claims, damages, expenses (including reasonable legal fees and disbursements) which Prime Policy Group may incur: (i) as a result of any materials, releases, reports or information supplied to Prime Policy Group by or on behalf of the Client or prepared by Prime Policy Group and approved by the Client prior to its dissemination or broadcast; (ii) based upon or as a result of information, representation, reports, data or releases furnished or approved by the Client or its representatives for use by Prime Policy Group, whether or not Prime Policy Group prepared or participated in the preparation of such materials; (iii) as a result of any and all actions performed by Prime Policy Group and/or its agents at the request of the Client and/or within the scope of this agreement; (iv) as a result of

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disputes between Prime Policy Group and third parties related to and/or within the scope of this agreement except, in any case, for liability, losses, claims damages and expenses (including reasonable legal fees and disbursements) attributable to Prime Policy Group's negligence or wilful misconduct.

8.2. This provision shall survive the expiration or earlier termination of this agreement.

8.3. Prime Policy Group's liability to the Client for any and all losses, damages, expenses, liabilities, claims, demands and actions whatsoever made or brought against Prime Policy Group with respect to any breach by Prime Policy Group of this agreement shall be limited to the total amount of the fees the Client has paid to Prime Policy Group pursuant to this agreement.

#### 9. Compliance with laws

9.1 Prime Policy Group be responsible for making full and necessary disclosure of this agreement and the activities specified herein, pursuant to the requirements of the Foreign Registration Act, 22 U.S.C. Section 611 et seq., the Lobbying Act 2 U.S.C. Section 261 et seq., and similar statutes.

9.2 The parties hereto agree that Prime Policy Group is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act") (relevant portions of which are attached hereto as Attachment A). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or venture or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for Prime Policy Group or Client.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from Prime Policy Group or Client, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by Prime Policy Group immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others Prime Policy Group may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation Prime Policy Group may conduct.



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9.3 The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement, all such consultants or others shall execute and deliver the FCPA undertaking in the form attached hereto as Attachment B.

#### 10. Amendments

Any changes in the nature or scope of the services to be performed by Prime Policy Group for the Client pursuant to this agreement or any amendment to the terms of this agreement shall only be made in writing in the form of an addendum to this agreement. Such addendum shall be signed by both Client and Prime Policy Group and shall be incorporated as part of this agreement by this reference.

#### 11. Applicable law and jurisdiction

This agreement shall be governed by and construed in accordance with the laws of Georgia.

In witness whereof the Parties have executed this Agreement in duplicate, each of both copies constituting an original, by their duly authorised representatives,

Signed on behalf of Prime Policy Group

on behalf of the Government of Georgia

Date: 19/06/2012

Date: 19/06/2012

Signature:

Signature:

Name: Scott Pastrick  
President and CEO of  
Prime Policy Group

Name: Giorgi Bokeria  
Secretary of the National Security  
Council of Georgia

Date: 19/06/2012

Signature:

Name: Charles R. Black  
Chairman of  
Prime Policy Group