

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

Susan Roth, 10401 Grosvenor Place, #1126, Rockville, MD 20852

## 2. Registration No.

6154

## 3. Name of Foreign Principal

Embassy of Finland

## 4. Principal Address of Foreign Principal

3301 Massachusetts Avenue NW, Washington DC 20008

## 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:
- |                                      |  |
|--------------------------------------|--|
| <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

Embassy in Washington DC

- b) Name and title of official with whom registrant deals

Sanna Kangasharju, Press Counselor

## 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.

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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.

Public and media relations

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

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

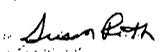
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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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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 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
Dec. 22, 2014	Susan Roth, PR Consultant	

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 Susan Roth	2. Registration No. 6154
3. Name of Foreign Principal Embassy of Finland	

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 consulting for Embassy events in DC with US media.

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

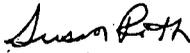
Consulting on cultural events embassy is organizing so they are newsworthy and appeal to DC-based US media and then alerting the media, by phone and email, of these events and encourage the media to write about the events or report on them.

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.

**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
Dec. 22, 2014	Susan Roth	

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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LETTER OF AGREEMENT

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December 9, 2014

Susan Roth, Roth PR  
10401 Grosvenor Place, #1126  
No. Bethesda, MD 20852

Ms. Sanna Kanasharju  
The Embassy of Finland  
3301 Massachusetts Avenue NW  
Washington, DC 20008

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made by and between Susan Roth and The Embassy of Finland in Washington, DC (referred to below as "CLIENT"):

**I. General Arrangement and Scope of Services**

Susan Roth, under the terms of this Agreement, is hired by CLIENT to provide public relations consulting services as an independent contractor (specified in Exhibit A). Susan Roth or CLIENT may cancel this Agreement with 48 hours written notice if CLIENT for any reason whatsoever fails, refuses, or is unable to continue this Agreement. In the event of cancellation for any reason, including but not limited to nonpayment of fees, CLIENT will pay Susan Roth for all services performed in accordance with this Agreement prior to the effective date of cancellation.

**II. Fees, Term and Scope of Work**

CLIENT agrees to pay Susan Roth at a rate of \$175 per hour for consulting services. Susan Roth will not exceed the agreed upon and approved scope of each project and hours set forth in writing or email prior to each project unless approved by CLIENT in writing or email. Payments are due in full upon receipt of invoice and unpaid balances beyond 30 days will incur interest of 1.5 percent on the outstanding balance for every month past due. CLIENT will pay 40 hours for the first project in advance of start of work. The Scope of Work for each project is set forth in an Exhibit A and initialed by both parties. This agreement is in force for one year and all projects shall fall under this agreement. All projects performed by Susan Roth for CLIENT remain under the terms of this agreement unless stated in writing.

**III. Client Responsibilities**

CLIENT shall provide full information regarding the requirements and budget for the project. Susan Roth shall be entitled to rely on the information provided by CLIENT and CLIENT agrees to defend, indemnify and hold harmless Susan Roth for any claims arising out of her use and/or reliance on CLIENT provided information.

**IV. Out-of-Pocket Expenses**

In the course of rendering consulting services, certain out-of-pocket expenses, such as parking, photocopies, and travel expenses, may be incurred and will be billed to CLIENT each billing cycle: Susan Roth shall obtain CLIENT'S written consent prior to incurring any single expense totaling in excess of \$100.00.

**V. Progress and Interim Work Product**

CLIENT agrees to supply, with sufficient lead time for Susan Roth's performance as determined

Susan Roth Initial  \_\_\_\_\_

Client Initial \_\_\_\_\_

more...

**Roth – Embassy of Finland - 2**

by Susan Roth, all information necessary for the work to be completed. Susan Roth cannot guarantee media coverage for CLIENT. Susan Roth will communicate progress to CLIENT every week via phone calls and/or email updates.

**VI. Confidentiality and Ownership of Copyright on Materials**

CLIENT recognizes that information provided to Susan Roth for the purpose of assisting in the promotion of CLIENT'S business will be shared with the media unless CLIENT notifies Susan Roth in writing of the confidentiality of specific information at the time it is provided to Susan Roth. Documents and materials prepared by Susan Roth are her instruments of service and work product for use solely with this project for which CLIENT has hired Susan Roth. No other use of Susan Roth's materials is permitted except by mutual agreement in writing. Susan Roth retains all common law, statutory and other reserved rights, including the copyright thereto. Both during and after Susan Roth's engagement hereunder, Susan Roth agrees not to disclose or deliver to anyone, except as authorized by CLIENT, or use in any way other than in CLIENT'S business, any information stated in writing by CLIENT to be maintained as confidential.

**VII. Consequential Damages**

Neither party nor its affiliates, nor their officers, directors, employees or agents shall be liable hereunder to the other party or its affiliates for consequential or indirect loss or damage, including loss of profit, loss of use, loss of revenue or any other special or incidental damages.

**VIII. Governing Law/Dispute Resolution** This Agreement shall be interpreted, governed and construed under the laws of the State of Maryland as if it were executed and performed wholly within the State of Maryland. As a condition precedent to litigation, the parties agree to first attempt to resolve any and all disputes by non-binding mediation in accordance with the rules of the American Arbitration Association.

**IX. Legal Fees**

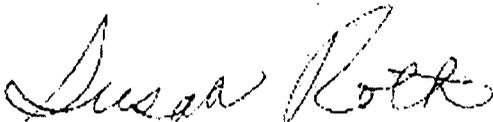
Should a party to this Agreement incur costs of collecting money owed by the other party according to this Agreement, the party owing the money shall cover the aforementioned costs. Such costs include, but are not limited to, attorney fees directly associated with said collection.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date and year first written above.

**Signed by:**

Susan Roth, Principal  
Roth PR

Anne Vasara  
Sanna Kannasjärvi  
Embassy of Finland



12/9/2014

Signature

Date



12/16/2014

Signature

Date