

OMB NO. 1124-0004; Expires February 28, 2014

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  Qorvis MSL LLC	2. Registration No.  5483
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3. Name of Foreign Principal  
  
Embassy of the People's Republic of China

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.  
The engagement is for media relations services as set forth in the attached form.

Formerly CRM-155

FORM NSD-4  
Revised 03/11

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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.

The company will provide media relations services.

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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.

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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
February 21, 2014	Debbie Thompson, Controller	/s/ Debbie Thompson 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.



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into effective **December 24, 2013** (the "Effective Date") between **Qorvis Communications LLC** with a principal place of business at 1201 Connecticut Ave. NW, Washington, DC 20036 ("Qorvis") and **Embassy of the Peoples Republic of China to the United States** with a principal place of business at 3505 International Place NW, Washington, DC 20008 ("Client"). Qorvis and Client will be referred to individually as "Party" and collectively as "Parties" in this Agreement.

### INTRODUCTORY STATEMENT

Qorvis performs communications services, including, but not limited to, public relations, media training, survey and polling, advertising, social media communication strategy and implementation, crisis planning, event planning and management, and reputation and search management. Client desires that Qorvis provide one or more of these services on the terms and conditions described in this Agreement.

### AGREEMENTS

The Parties agree as follows:

1. Services. During the Term (as defined below), Qorvis will provide Client media relation services, including, but not limited to, public diplomacy, monitoring, consulting, and training (the "Services").
2. Term. This Agreement will begin on the Effective Date and continue until February 13, 2015 (the "Term"), unless earlier terminated in accordance with Section 3 below.
3. Termination for Cause. Either Party may terminate this Agreement for cause if the other Party defaults in the performance of any material provision of this Agreement, which default is not cured within 30 days after written notice from the non-defaulting Party.
  - 3.1 Termination Without Cause. Either Party may terminate this Agreement without cause by providing the other Party 30 days prior written notice.

*Handwritten initials/signature: Qorvis GS*

4. Effect of Termination. Client will be responsible for all fees on a pro-rata basis and any out-of-pocket expenses incurred by Qorvis up to the date of termination. Any payments will be due to Qorvis within 5 days from the effective date of termination.

5. Fees. In consideration for providing the Services, Qorvis will invoice Client \$25,200 per month.

6. Payments: Late Payments. All fees are due to Qorvis 30 days after Client receives any invoice. Qorvis will charge a 1 ½% charge per month or the maximum allowed by law, whichever is less, until unpaid fees are paid in full.

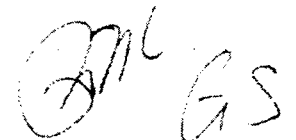
7. Out-of-Pocket Expenses. Qorvis will submit estimates to Client for expected out-of-pocket expenses. Out-of-pocket expenses may include expenses for air and ground travel, lodging, meals, production, printing, stock imagery and video, media buys, and other significant pass-through costs. Qorvis will invoice Client monthly for all out-of-pocket expenses.

8. Marketing Campaigns and Materials. Client agrees that it will not request and nothing in this Agreement will be deemed to require Qorvis to undertake any campaign, prepare any materials, or cause publication of any materials, which in Qorvis' sole discretion, would be untrue, indecent, libelous, unlawful or otherwise prejudicial to Qorvis' interests. Client acknowledges and agrees that when Qorvis issues marketing materials on Client's behalf to any media outlets or third parties, the marketing materials are no longer under Qorvis' control. Qorvis does not assure the use, form, or manner of use of any marketing materials supplied to media outlets.

9. Confidentiality. Neither Party shall disclose any confidential information of the other Party unless specifically authorized in writing by the other Party.

10. Compliance with Laws. Both Parties agree to comply with all applicable state and federal statutes, regulations and rules. Client acknowledges that Qorvis may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act on behalf of Client.

11. Disclaimer of Warranties. ALL SERVICES WILL BE PROVIDED ON AN "AS IS" BASIS AND QORVIS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS



BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), OR RESULTS TO BE DERIVED FROM THE SERVICES OR INFORMATION PROVIDED UNDER THIS AGREEMENT. NEITHER QORVIS NOR ANY OF ITS THIRD PARTY SUPPLIERS OR SERVICE PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPREHENSIVENESS OR COMPLETENESS OF ANY SERVICES.

12. No Consequential Damages. IN NO EVENT SHALL QORVIS OR ITS THIRD PARTY SUPPLIERS OR SERVICE PROVIDERS BE LIABLE TO CLIENT OR ANY THIRD PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY OF QORVIS TO CLIENT UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR ANY SERVICES WILL NOT EXCEED THE FEES PAID TO QORVIS BY CLIENT FOR THE SERVICES GIVING RISE TO THE CLAIM FOR DAMAGES UNDER THIS AGREEMENT.

14. Non-solicitation. The Parties agree that during the Term of this Agreement and for a period of 12 months thereafter, neither Party will, directly or indirectly solicit, induce, or encourage any employee of the other Party to leave his or her employment and join the other Party.

15. Governing Law; Binding Arbitration. This validity and effect of this Agreement will be governed and construed in accordance with the laws of the District of Columbia (without regard to any conflict of laws provisions). The Parties agree to resolve any disputes, claims or controversies under this Agreement by friendly consultation. If any disputes, claims or controversies cannot be resolved by friendly consultation, the Parties agree that any disputes, controversies or claims shall be resolved by binding arbitration. The arbitration shall be held in Washington, DC in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

16. Binding Effect. This Agreement is binding upon and benefits the Parties and their respective successors and permitted assigns.

17. Force Majeure. Neither Party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or causes beyond its control including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, earthquakes, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials or failures of telecommunications

or electrical power supplies. A Party whose performance is affected by a force majeure event shall be excused from such performance to the extent required by the force majeure event so long as such Party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed. Both Parties shall use all reasonable efforts to overcome or work around the force majeure event as soon as reasonably practicable.

18. Notices. Any notices to given to the other Party must be in writing and will be deemed valid if sent by: (a) personal delivery; (b) registered delivery; (c) electronic mail; or (d) fax.

19. Relationship of the Parties. Qorvis will serve as an independent contractor to Client under this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of a partnership or joint venture between the Parties. Neither Party has any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other Party.

20. Amendment or Waiver. No amendment or waiver of any provision of this Agreement will be valid unless it is in writing and signed by both Parties.

21. Severability. If any provision of this Agreement is rendered or declared invalid or unenforceable by a court of competent jurisdiction, all other provisions will remain in effect and enforceable.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement.

[Signature Pages Follows]

*BM*  
*GS*

Qorvis Communications LLC

Client

BY:

*Richard W. Masters*

BY:

*Geng Shuang*

Name:

*Richard W. Masters*

Name:

*GENG SHUANG*

Title:

*Senior Partner*

Title:

*Press Counsellor*

Date:

*December 24, 2013*

Date:

*Dec 24, 2013*

*RM*  
*GS*