

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 .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 Parven Pomper Strategies, Inc.	2. Registration No. 5781
3. Name of Foreign Principal Republic of Korea Embassy in the United States	

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Check Appropriate Boxes:

- 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.
Supply policy and political advice to the Republic of Korea Embassy of United States in support of the Korea-US Free Trade Agreement.

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

Meet with the Embassy to discuss political developments. Meet with Congressional staff and Administration officials to discuss the importance of the Korea-US Free Trade Agreement.

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.

Communications with Congressional Members and staff and Executive branch officials and employees to encourage support of the Korea-US Free Trade Agreement.

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Date of Exhibit B 1/29/10	Name and Title Scott Parven, President	Signature 
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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.



January 21, 2010

1055 Thomas Jefferson Street, NW
Suite 302
Washington, DC 20007

**PARVEN POMPER STRATEGIES, INC.
CONSULTANT SERVICES AGREEMENT**

202 223 1197 (Phone)
202 223 9805 (Fax)

info@pps-dc.com
www.pps-dc.com

This Consultant Services Agreement (this "Agreement") is made, effective as of January 1, 2010 (the "Effective Date"), by and between the parties:

- (1) **Parven Pomper Strategies, Inc.**, a corporation located at 1055 Thomas Jefferson Street, NW, Suite 302, Washington, D.C. 20007 ("PPS"); and
- (2) **Republic of Korea Embassy in the United States**, a foreign principal located at 2450 Massachusetts Avenue, NW, Washington, D.C. 20008 ("Client").

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NOW, THEREFORE, the parties agree to the following:

TERMS

SECTION 1 Term.

- 1.1 PPS shall provide consulting services in accordance with Section 2 of this Agreement for the period beginning on the Effective Date and concluding on August 31, 2010, unless this Agreement is terminated in accordance with Section 4.

SECTION 2 Consulting Services.

- 2.1 Scope of Work.
 - (A) PPS will provide strategic consulting and legislative outreach services to Client with respect to promoting passage of the KORUS Free Trade Agreement, including making outreach to Democratic Members of Congress and to employees in the Obama Administration and providing weekly status memoranda and monthly reports to Client (the

"Consulting Services").

(B) PPS shall not provide any legal services to Client.

SECTION 3 Compensation.

3.1 Compensation. As compensation for providing the Consulting Services, Client shall pay PPS \$20,000.00 per month. The compensation may be paid by Client in monthly installments or in full upon execution of this Agreement.

SECTION 4 Termination.

4.1 Termination for Any Reason. This Agreement may be terminated by either party for any reason or no reason upon 30 days' prior written notice, subject to payment by Client of compensation owed as of the termination date or in case Client paid PPS in advance, return of a pro-rata share of the compensation before the date of termination.

SECTION 5 Relationship Between the Parties.

- 5.1 Independent Contractor. PPS's relationship with Client is that of an independent contractor. Neither PPS nor any of its employees are employees of Client.
- 5.2 No Partnership, etc. This Agreement may not be construed to create a partnership or joint venture between PPS and Client or to authorize either PPS or Client to act as a general or special agent of the other party in any respect, except as set forth in this Agreement.
- 5.3 Client's Control.
- (A) Client retains all authority and control over the business, policies, operations, and assets of Client. Client does not, by virtue of this Agreement, delegate to PPS any of the powers, duties, and responsibilities vested in Client by law or by Client's bylaws.
 - (B) PPS shall perform its duties in accordance with the bylaws, policies, and directives of Client.
 - (C) Client shall communicate all relevant policies and directives to PPS, and PPS shall be entitled to rely on and assume the validity of communications from, and shall report to, Client.
- 5.4 PPS's Control.

- (A) Client shall not exercise any direct control over the methods used by PPS in carrying out this Agreement.
- (B) PPS shall perform the Consulting Services at all times in accordance with currently approved methods and practices, the sole role of Client being to ensure that the Consulting Services are provided in a competent, efficient, and satisfactory manner.

SECTION 6 Restrictive Covenants.

6.1 Confidentiality.

- (A) The parties shall keep in confidence and trust all Private Information.
- (B) The parties may not use or disclose any Private Information or anything relating to it without the other party's prior written consent, except as may be necessary in the ordinary course of providing the Consulting Services or complying with the law.

6.2 Definition of Private Information. For the purposes of this Section 6, "Private Information" means information that a party does not intend to make public, including but not limited to this Agreement, trade secrets, methods of operation, strategies, forecasts, financial records, and other confidential information of the parties, its directors, officers, employees, or vendors.

SECTION 7 Conflicts of Interest

7.1 PPS shall immediately notify Client if a conflict of interest arises affecting PPS's ability to provide the Consulting Services.

SECTION 8 Indemnification.

8.1 Division of Liability. Between the parties to this Agreement, each party is liable for payment only of that portion of any liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, representatives, and employees with respect to any claim or action arising out of any services performed pursuant to this Agreement.

8.2 Client Indemnifies. Client shall indemnify and hold harmless PPS from and against any and all claims, demands, actions, settlements, or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims,

demands, actions, settlement, or judgments relate solely to the negligence, intentional wrongdoing, or omissions of Client.

- 8.3 PPS Indemnifies. PPS shall indemnify and hold harmless Client from and against any and all claims, demands, actions, settlements, or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlement, or judgments relate solely to the negligence, intentional wrongdoing, or omissions of PPS.

SECTION 9 Administrative Provisions.

- 9.1 Entire Agreement. This Agreement is the entire agreement between the parties relating to the Consulting Services, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements between the parties relating to the Consulting Services.
- 9.2 Amendment. This Agreement may be modified or amended only by mutual written consent of the parties.
- 9.3 Waiver. Neither waiver by a party of any term or condition of this Agreement nor any breach of those terms and conditions constitutes a waiver of any other term or condition or a continuing waiver of the original term or condition.
- 9.4 Assignment. No party may assign this Agreement without the prior written consent of the other party, except that a party may assign this Agreement to any successor organization.
- 9.5 Successors. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
- 9.6 Severability. Each provision of this Agreement is independent and separable from all the other provisions, and the illegality, invalidity, or unenforceability of a provision does not affect the enforceability of any other provision. Any invalid provision may be modified by a court of competent jurisdiction to the extent necessary to make such provision valid.
- 9.7 Headings. Section headings used in this Agreement are for convenience of reference only and may not be used to construe the meaning of any provision of this Agreement.
- 9.8 Governing Law and Jurisdiction. This Agreement is governed by the law of the District of Columbia. The parties submit to the nonexclusive



jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

- 9.9 Survival. The pertinent terms of Sections 5-9 of this Agreement survive the termination of this Agreement.
- 9.10 Notices. All notices, requests, or other communications required under this Agreement must be in writing and become effective one day after acceptance by an overnight delivery service, or upon receipt by certified mail, facsimile transmission or email, addressed to a principal of each party at the address listed above or at another address communicated in accordance with this Section 9.10.

{Signatures begin on next page.}

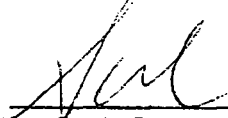


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The parties hereto have duly executed, or caused to be duly executed, this Consulting Services Agreement as of the Effective Date.

"PPS"

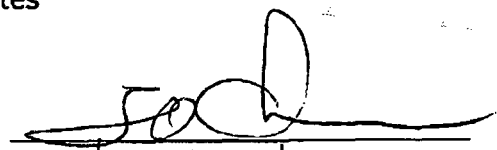
Parven Pomper Strategies, Inc.

By: 
 Name: Scott Parven
 Title: President

Date: 1/21/10

"CLIENT"

Republic of Korea Embassy in the United States

By: 
 Name: Choi, Jong-hyun
 Title: Economic Minister

Date: 1/21/10

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