

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

The Nickles Group, LLC

2. Registration No.

6089

3. Name of Foreign Principal

Embassy of the Republic of Korea

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.

Registrant's employees will communicate the foreign principal's interests via meetings, calls, letters and other communications as deemed necessary.

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

Registrant agrees to provide the following professional public relations and consulting services to the foreign principal: 1) Legislative strategy and government affairs services; 2) Other issues agreed by both parties and directed by the foreign principal.

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.

Registrant will communicate with federal executive and legislative officials regarding policies and legislation which may affect the interest of the foreign principal.

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
January 24, 2018	Diana Walters	/s/ Diana Walters
		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.



AGREEMENT FOR SERVICES

Don Nickles
Chairman & CEO

Stacey Hughes
President

Mary Beth Savary Taylor
Partner

Emily Porter
Partner

The following terms outline an agreement between The Nickles Group, LLC (TNG) and the Embassy of the Republic of Korea (Embassy).

1. TNG agrees to provide the following professional public relations and consulting services to the Embassy.
 - Provide legislative strategy and government affairs services;
 - Other issues agreed to by both parties and directed by the Embassy.
2. The Embassy agrees to compensate TNG for an annual fee of \$260,000 to be paid on a quarterly basis for all professional services.
3. The embassy will reimburse TNG for reasonable expenses, such as local transportation, copying and other expenses incurred in support of the services outlined in this Agreement. TNG will seek a written consent from the Embassy in advance if such expenses are expected.
4. This agreement is effective for the period beginning January 1, 2018 through December 31, 2018.
5. Either party may terminate this agreement for any reason at any time. Termination shall not relieve the Embassy of its obligation to pay any fees that have accrued as of the effective date of the termination. If this agreement is terminated by either party, TNG will refund to the Korean Embassy the pro-rata share of any advanced quarterly payment of its retainer.
6. TNG represents that this is not conflict of interest between its performance under this agreement and its engagement as an independent contractor by others. TNG shall notify immediately the Embassy if a conflict of interest arises affecting TNG's ability to provide its public relations and consulting services to the Embassy.
7. TNG agrees to adhere to all U.S. rules and regulations in compliance with the Foreign Agents Registration Act (FARA).
8. TNG shall keep in confidence and trust all private information, with the exception of any required disclosures consistent with its FARA obligations. TNG may not use or disclose any private information or anything relating to it without the Embassy's prior written consent. For the purpose of this Agreement, "private information" means information that the Embassy does not intend to make public including but not limited to this agreement, trade secrets, method of operation, strategies, forecasts and other confidential information of the Embassy or its employees.

www.nicklesgroup.com
601 13th St., NW
Suite 250 North
Washington, DC 20005
Phone: 202.637.0214


Agreed by:

Embassy of the Republic of Korea

The Nickles Group, LLC



Taewoo Lee



Don Nickles
Chairman and CEO

1/16/2018

Date

1/16/2018

Date

WRITTEN OATH

Dear Mr. Minister:

I promise to observe the rules and norms of security when I discharge my duties in your service.

1. I pledge to maintain the secrecy of the classified information that I learn about during the performance of my duties and the results of my research, not only through the duration of the contract but also after its termination;
2. I vow to accept any punishment under the relevant laws and regulations if I breach this pledge.

Signed:

Date: 1 / 16 / 2018

Occupation: Consultant

Position: Chairman & CEO

Name: Don Nickles

Signature:



Integrity Agreement

Dear Mr. Minister:

Recognizing that 'Corruption-free and Transparent Corporate Governance and Fair Administration' are important factors in social development and competitiveness; and


Affirmatively acknowledging the purpose of Integrity Agreements, in light of the ratification of the OECD Anti-Bribery Convention, and the current trend of heightened disciplinary measures for corrupt corporations and governments;

With regard to participating in a bidding process or entering into a contract with the Ministry of Foreign Affairs (MOFA), I hereby pledge that:

1. I will not engage in any unfair conduct that improperly obstructs free competition by fixing or maintaining a bidding price in order to award a contract to a particular individual, or by colluding, consulting, or consenting with other companies or individuals to do the same;
2. I will not directly or indirectly provide any undue benefits, entertainment, or monetary gifts to MOFA Officers; and
3. In the event that undue benefits, entertainment, or monetary gifts have been found to be provided before the execution of a contract, I will forfeit the award of said contract; when found to have provided undue benefits, entertainment, or monetary gifts during the completion of contractual obligations, I will agree to the cancellation of said contract; and when undue benefits, entertainment, or monetary gifts have been found to be provided after the completion of a contract, I will agree to the termination of said contract, in part or in its entirety.

I recognize that this Integrity Agreement is based on mutual trust. I pledge that I will observe the terms of this Agreement; that I will not request compensation from the MOFA for the forfeiture of bidding rights or for the termination of a contract; and that I will not object, protest, or bring a civil or criminal lawsuit against the MOFA based on a finding that excludes me from bidding on a contract.

Signed: Date: 1/16/2018
 Occupation: Consultant
 Position: Chairman & CEO
 Name: Don Nickles

 Signature: 

Invoice

THE NICKLES GROUP, LLC

601 13TH STREET, N.W.
 Suite 250 N
 WASHINGTON, DC 20005

Date	Invoice #
1/2/2018	5397

Bill To
Embassy of the Republic of Korea 2450 Massachusetts Ave., NW Washington, DC 20008

Description	Amount
January, February, March, 2018 1st Quarter	65,000.00
Please remit by February 1, 2018	
Total	665,000.00

Please make all checks payable to The Nickles Group, LLC. Tax ID#61-1480714

Phone #	E-mail	Web Site
202-742-6990	kathleen_mcghue@nicklesgroup.com	www.nicklesgroup.com