

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 Prime Policy Group | 2. Registration No. 6112 6192 |
|---|--------------------------------------|

| | |
|--|---|
| 3. Name of Foreign Principal The Prime Minister's Office, Government of Hungary | 4. Principal Address of Foreign Principal 1055 Budapest, Kossuth Lajos tér 1-3 |
|--|---|

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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 (<i>specify</i>) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
 Office Of The Prime Minister
- b) Name and title of official with whom registrant deals
 János Lázár, Secretary of State of the Prime Minister's Office

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

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 |
|-------------------|--------------------------------------|----------------------------------|
| October 08, 2013 | R. Scott Pastrick, President and CEO | /s/ R. Scott Pastrick 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~~

6192

3. Name of Foreign Principal

The Prime Minister's Office, Government of Hungary

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 work with the Office of the Prime Minister and EuroAtlantic Solutions, Prime will provide the full range of government relations services to the government of Hungary.

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 provide strategic consulting, communications support, media management support, contact management support, and contact building and development in Congress, the Executive Branch, think tanks, investment community, the Jewish community, and the Hungarian-American community.

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.

Prime Policy Group will inform US opinion leaders of events and policies related to Hungary, support the diplomatic efforts of the Hungarian embassy in Washington and the Hungarian Consul in New York, organize meetings, and seek to foster a better understanding in the US of events in Hungary and the foreign and domestic policy positions of the Hungarian Government.

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 |
|-------------------|--------------------------------------|----------------------------------|
| October 08, 2013 | R. Scott Pastrick, President and CEO | /s/ R. Scott Pastrick 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.

CONSORTIUM AGREEMENT

By and between

EuroAtlantic Solutions Communications and Business Consulting Ltd.

Postal Address: 1062 Budapest, Andrásy út 12.

Registered seat: 1062 Budapest, Andrásy út 12.

Company registry number: 01-09-939204

VAT number: 22691497-2-41

Authorized representative to sign: Tamás Fellegi, managing director
hereinafter as: EuroAtlantic or Leader

and

Prime Policy Group

Postal Address: 1110 Vermont Avenue, NW, Suite 1000, Washington D.C. 20005

Registered Seat: 1110 Vermont Avenue, NW, Suite 1000, Washington D.C. 20005

Company registry number:

Tax number:

Authorized representative to sign: Robert Scott Pastrick
hereinafter as: Prime

as the members of the Consortium (hereinafter collectively as: Members, individually: Member), on the place and date below, and with the following terms and conditions:

Preamble

This Cooperative Agreement between the above mentioned partners is drawn up in order to act as Collective Tenderers in the public procurement procedures published by the Prime Minister's office as the Contracting Agent, on July 22, 2013, under the filing number 11966/2013, under the title of *„Megbízási Szerződés keretében politikai és gazdasági érdekképviselet és érdekvérvényesítés az Egyesült Államokban, valamint ezzel összefüggésben pénzügy-és gazdaságpolitikai tanácsadás” (Political and Economic Advocacy in the United States and political and economic consultancy in connection with the above, under the Consultancy Contract) (hereinafter: "project")*.

With the signing of this Agreement the parties declare that they wish to take part in the above procedure as collective Tenderers.

According to the above wish, the members will sign the following consortium agreement (hereinafter: Agreement):

1. Members of the Consortium, bodies and representatives of project management

- 1.1. The members of the Consortium (hereinafter as: Consortium) are EuroAtlantic Solutions Communications and Business Consulting Ltd. (hereinafter as: EuroAtlantic) and Prime Policy Group. (hereinafter as: Prime).
- 1.2. EuroAtlantic is the Lead Institution (hereinafter Leader) of the Consortium, nominated by the Members. In the name of the Consortium, and in relation of the task subject of this contract Mr. Tamás Fellegi and Mr Gábor György Róna, the managing directors of EuroAtlantic are appointed as Representatives and authorized to make legally effective declarations.

2. Rights and obligations of the Members

- 2.1. By signing the Agreement, the Members state that they understand and accept the regulations of this Agreement and its Annexes and recognize them as binding.
- 2.2. The members shall permanently co-operate during the progress of the project, shall mutually support each other in fulfilling their undertaken obligations concerning the project, and they shall provide each other with all the necessary information required for the accomplishment of the project.
The Representative shall inform the other Member of all the notifications and possible actions performed by the authorized controlling bodies regarding the project.
The Members shall inform each other and the Representatives in writing, if the fulfillment of their undertaken obligation concerning the project is being hindered, delayed or eventually fails, as well as about any other conditions that may impact the progress of the project.
- 2.3. The general rules of the division of work among the Members
The Members are liable for the completion of their undertaken duties.
The assignments in the US shall be generally carried out by Prime, regular progress reports about the fulfillment of tasks shall be prepared and sent to the Representative, according to Clause 2.5.
The assignments in Hungary shall be handled by EuroAtlantic, and regular progress reports shall be sent to Prime.
- 2.4. The Members agree that the fee agreed in the Contract for the project's implementation (commission fee) will be divided equally between EuroAtlantic as the Leader and Prime as Member taking part in carrying out the contract.

The Parties only entitled to submit invoices in accordance with the chapter IV. Of the Consultancy Agreement Draft published as part of the Tender Documentation volume 4 by the public procurement procedure named in the Preamble. The Parties may only issue invoices in USD, in equal measures. The Parties allowed to issue one subsequent invoice a month. Payments are due in 30 days from the receipt of the invoice. The Parties are not entitled to bill any other cost or fee above the commission fee.

The Parties as collective Tenderers, shall bill the Contracting Agent as Principal separately, with their own part of the (partial) fulfillment's offset with consideration of the provisions of the contract signed as the result of the public procurement procedure.

- 2.5. The progress reports and the final report of the project (hereinafter as: project progress report) about the development and the results of the project shall be composed by the Representative on behalf of the Consortium, and shall be turned in to the entitled controlling bodies and forwarded to the Members as well in copy.

In case an authorized controlling body carries out controlling activities at either Member, the Representative shall provide the access upon request for all the documents required for the accomplishment of controlling.

3. Representation of the Consortium

- 3.1 By signing the agreement, the Members authorize the Representative to represent the Consortium. In accordance with this, and 3.2, in absence of a differing agreement between the Members, the Representative is authorized to represent the Consortium toward a third party in connection with the project (for example an organization or a financial institution).
- 3.2 The Representative authorized of undertaking only in accordance with the law, and after consulting with the Members.

4. Termination of membership

- 4.1 By signing this Agreement, the Member represents its intent to participate in the operation of the project, and accepts to cooperate with the other Members during the process. In case of the incapability of either Member to fulfill its obligations for reasons beyond their control, the Member shall inform the other Member immediately about it.
- 4.2 The Members are not allowed to resign and leave the Consortium.
- 4.3 The cessation of either Member without a successor shall not result in the termination of the Agreement and the Consortium, unless as a result, the Members are incapable to fulfill their obligations represented in this Agreement.

According to the Agreement, the Members shall preserve documents and bear supervision until 31 December 2020.

5. Amendment of Agreement

- 5.1. This Agreement may only be amended in writing with the mutual agreement of all Members.
- 5.2. The Agreement applies to the Members and the rights and obligations hereof may not be transferred to any other person or entity without the prior written permission of all Members.

6. Further obligations of the Members

- 6.1 Members are liable to carry out their scope of activities in a professional and competent manner always in compliance with the norms and legislations in the field they act in.

The Members have a joint responsibility for the fulfillment of the contract.

7. Final provisions

7.1. The Agreement has been made on numbered pages and in original copies

7.2. The Agreement comes into force on the date of the signature of the last signatory. The Agreement is signed for fixed term by the Members. The Agreement terminates at the time of the completion of the project, but at the latest on 31st March 2015.

7.3. On the issues, not covered in the Agreement, the provisions of the relevant Hungarian legislations shall be applied

7.4. The signatories state that they are authorized to act on behalf of the Members and to sign and enter into the Agreement. In addition, the signatories state that they have all required authorizations to sign the agreement, that they approve the current Agreement and that no third parties have the authority to prevent or restrain the Member from entering into this Agreement and fully completing its undertaken obligations hereinafter.

The Parties declare that they have signed this contract in approval, having read and understood it as being the true expression of their intentions..

Budapest July 2013

The Leader of the Consortium

.....
EuroAtlantic Solutions Ltd.
Gábor Róna
Managing director P.H.

Date of Signature:

The Member of the Consortium


.....
Prime Policy Group
CEO


.....
Prime Policy Group
Chairman

P.H.

Date of signature:

7-31-13

Date of signature:

7-31-13

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Annex:

1. The signature samples of the persons authorized to represent the collective Tenderers are Tamás László Fellegi and Gábor György Róna, as the representatives of the Leader of the consortium (executive director).