

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 Kasowitz, Benson, Torres & Friedman LLP	2. Registration No. 6197
3. Name of Foreign Principal Embassy of the Republic of Korea	4. Principal Address of Foreign Principal 2450 Massachusetts Avenue, NW Washington, DC 20008

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

- Government of a foreign country¹
- 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 of the Republic of Korea
- b) Name and title of official with whom registrant deals
Gheewhan Kim, Minister of Economic Affairs

7. If the foreign principal is a foreign political party, state:

- a) Principal address
n/a
- b) Name and title of official with whom registrant deals
- c) Principal aim

¹ "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.

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.

n/a

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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


n/a

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.

n/a

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
		

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 Kasowitz, Benson, Torres & Friedman LLP	2. Registration No. 6197
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 will devote such time as necessary to organize and participate in meetings, telephone calls, emails and other communications to present the foreign principal's interests to the U.S. Congress.

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

The registrant will provide strategic counseling to the foreign principal on the US-Korea bilateral relationship and will provide government relations and counseling services to develop, coordinate, and implement legislative outreach strategies with respect to promoting a professional visa initiative.

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 the United States Congress regarding policies and legislation promoting a professional visa initiative. The specific issues, interests, and policies will be determined by 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
		

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.

SERVICE AGREEMENT

SERVICE AGREEMENT (this "Agreement") between Kasowitz, Benson, Torres & Friedman LLP ("KBT&F") and the REPUBLIC OF KOREA EMBASSY ("THE EMBASSY").

WHEREAS, THE EMBASSY and KBT&F desire to enter into this agreement to set forth the basic terms and conditions that will govern the relationship under which KBT&F will provide services to THE EMBASSY:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the agreed date and continue through December 31, 2014 .

2. Termination. This Agreement may be terminated with or without cause, in whole or in part at any time during the Term by either party after ten (10) days written notice to the other party. KBT&F shall be paid all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination.

3. Services by KBT&F. During the term, KBT&F shall provide services to THE EMBASSY. The precise scope and extent of the services shall be determined by mutual agreement of the parties but generally includes the following services:

- Provide government relations and consulting services to develop, coordinate and implement legislative and other strategies with respect to promoting the U.S.-Korea bilateral relationship.

In performing all of these tasks, KBT&F will serve as extended staff to THE EMBASSY, performing such services as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Congress, the Administration, independent agencies, and third parties regarding the relevant issues. KBT&F will also provide any general informational updates that it normally provides to its other clients.

4. Payment. Payment for the services shall be made electronically by THE EMBASSY to KBT&F in monthly payments of thirty thousand dollars (\$30,000.00)¹. The monthly payment is inclusive of related incidental expenses (i.e., fax, copying, mailing, telephone, taxi and transportation, etc.) . The Parties agree to discuss in good faith any adjustment in the payment that either party shall deem appropriate given the level of services and workloads mutually agreed upon under Section 3.

5. Confidentiality. KBT&F agrees to keep all information provided by THE EMBASSY during the course of this Agreement ("*Protected Information*") confidential, will use Protected Information solely to enable it to perform its obligations hereunder, and will not disclose any information concerning this Agreement to any person or entity without the prior express written consent of THE EMBASSY; provided, however, that Protected Information may be provided by KBT&F (i) to those of its

¹ Payment for the service provided in September will be made on the prorated daily basis.

employees who need such information to enable KBT&F to perform its obligations hereunder and who are required to keep such information confidential, and (ii) to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure. Protected Information shall not include information which (x) is now or hereafter becomes part of the public domain (y) was received by KBT&F from a third party under no obligation of confidentiality to THE EMBASSY or (z) is disclosed by THE EMBASSY to a third party without restriction. In the event that such disclosure is required by applicable law, regulation or court order, KBT&F agrees if reasonably practicable, to refrain from such disclosure until such time as KBT&F has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and KBT&F has had a reasonable opportunity to contest the basis for disclosure and review the content of any disclosure proposed to be made to any person or entity.

6. Compliance with Law. KBT&F shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.


7. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the District of Columbia, without giving effect to any choice or conflict of law provision or rule.

8. Dispute Resolution. Any dispute arising under this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Arbitrations shall be conducted before one arbitrator mutually agreeable to KBT&F and THE EMBASSY. If the parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All fees of the arbitrator and other costs and expenses of the arbitration shall be paid by THE EMBASSY and KBT&F equally unless otherwise awarded by the arbitrator.

9. Entire Agreement. This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by each party.

IN WITNESS WHEREOF, the authorized representatives of THE EMBASSY and KBT&F do hereby execute this Agreement as of the date first above written.

Date: 9/9/14


Clarine Nardi Riddle
KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

Date: Sept 9, 2014


Gheewhan Kim, Minister for Economic Affairs, Embassy of Korea