

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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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**

S-3 GROUP, LLC

**2. Registration Number**

6422

**3. Primary Address of Registrant**418 C STREET, NE  
WASHINGTON, DC 20002**4. Name of Foreign Principal**

EMBASSY OF ITALY

**5. Address of Foreign Principal**300 WHITEHAVEN STREET, NW  
WASHINGTON, DC 20008**6. Country/Region Represented**

ITALY

**7. Indicate whether the foreign principal is one of the following:** Government of a foreign country<sup>1</sup> Foreign political party Foreign or domestic organization: If either, check one of the following: Partnership Committee Corporation Voluntary group Association Other (*specify*) \_\_\_\_\_ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch and agency represented by the registrant

EMBASSY

b) Name and title of official with whom registrant engages

GIULIA PRATI, HEAD OF CULTURAL AFFAIRS OFFICE

<sup>1</sup> "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.

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

- a) Name and title of official with whom registrant engages  
N/A
  
- b) Aim, mission or objective of foreign political party  
N/A

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10. 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"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

N/A

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12. 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

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature	eSigned
October 15, 2020	John Scofield	/s/ John Scofield	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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  S-3 GROUP, LLC	2. Registration Number  6422
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3. Name of Foreign Principal  EMBASSY OF ITALY
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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. What is the date of the contract or agreement with the foreign principal? 10/05/2020

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

USE SOCIAL MEDIA TO AMPLIFY ONLINE/VIRTUAL EVENTS AND DRAW A MORE RELEVANT AUDIENCE TO EVENTS; USE DIGITAL CHANNELS TO PROMOTE MONTHLY THEMES AND AD-HOC CAMPAIGNS TO SPECIFIC TARGET AUDIENCES; PROVIDE SUPPORT IN ALL ASPECTS OF SOCIAL MEDIA EXECUTION.

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

USE SOCIAL MEDIA TO AMPLIFY ONLINE/VIRTUAL EVENTS AND DRAW A MORE QUALIFIED AUDIENCE TO EVENTS; USE DIGITAL CHANNELS TO PROMOTE MONTHLY THEMES AND AD-HOC CAMPAIGNS TO SPECIFIC TARGET AUDIENCES; PROVIDE SUPPORT IN ALL ASPECTS OF SOCIAL MEDIA EXECUTION.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

CREATE AND PLACE EARNED AND DIGITAL MEDIA TO FURTHER DIPLOMACY BETWEEN AMERICA AND ITALY.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes  No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature	
October 14, 2020	John Scofield	/s/ John Scofield	eSigned
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	



October 5, 2020

Embassy of Italy  
300 Whitehaven Street, NW  
Washington, DC. 20008

We look forward to working with the Embassy of Italy in connection with public affairs services. We are pleased that you have selected the S-3 Group (S-3).

For all services rendered by the firm, S-3 will be paid a monthly retainer of \$12,500 beginning on October 1, 2020 for a three-month period.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the attached Service Agreement. If this arrangement is agreeable to you, please sign below and return a copy to us. If you have any questions, please do not hesitate to call.

On behalf of S-3, I thank you for the privilege of representing the Embassy of Italy and look forward to serving its interests.

Sincerely,

John Scofield

AGREED TO:

Embassy of Italy

10/05/2020

Date



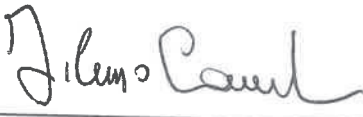
## SERVICE AGREEMENT

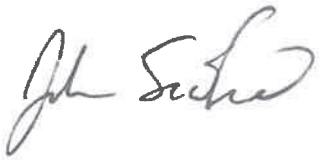
1. This Service Agreement (this "Agreement") is dated October 1, 2020, by and between S-3 Group, LLC ("S-3") and Embassy of Italy (the "Client") and is effective until December 31, 2020. The desired objectives are to use social media to amplify online/virtual events and draw a more qualified audience to the Embassy's virtual events or events sponsored by the Embassy; use digital channels to promote and amplify monthly themes and ad-hoc campaigns of the Embassy to specific target audiences and earned media, specialized press, blogs, and influencers; and support the Embassy's team in all aspects of social media execution, including helping to train the various team members located remotely at Consular offices in the U.S.
2. Except for cause, either party may cancel this Agreement upon 30 days prior written notice to the other party. Such termination shall not, however, relieve the Client of the obligation to pay for all services rendered and disbursements and other prior approved charges made or incurred on the Client's behalf prior to the date of termination. Client may terminate this Agreement immediately for cause, with prior written notice to S-3 setting forth the reasons for termination, due to S-3's omission, breach, negligent act, the violation of any law, or any willful misconduct of S-3 or any agent acting on S-3's behalf. Work under this agreement will be suspended if client is more than 90 days delinquent in payments for services provided by S-3.
3. S-3 shall invoice the Client in advance for the services provided subject to the terms outlined in the above Engagement Letter. Invoices, including copies of receipts, submitted shall set forth a description of the costs and expenses incurred in the prior month for which S-3 requests reimbursement. S-3 will not bill for incidental expenses and will only seek reimbursement for major expenses (those greater than \$100) with prior written permission from the Client.
4. If the Client requests that S-3 provide services outside the scope of work described in the Engagement Letter and S-3, in its sole discretion, agrees to provide such services, the parties shall agree to an equitable adjustment to the terms of this Agreement as reasonably necessary. S-3 agrees that all material aspects of the services and deliverables described here will be performed by members of S-3's firm and S-3 shall designate a member of the firm to serve as Client's primary point of contact with regard to all information, requests, or inquiries and deliverables connected to the services.
5. Client shall be responsible for verifying facts or information supplied to S-3.
6. Client and S-3 agree that for purposes of this Agreement, S-3 is an independent contractor and nothing set forth herein shall be construed as creating any employment, partnership, joint venture or similar relationship between the parties.
7. This Agreement shall not be modified or amended except by a written document executed by the parties to this Agreement. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.
8. Neither S-3 or Client, nor, respectively, any officer, director, principal, employee, agent, or consultant of S-3 or Client shall be liable for any loss incurred by either S-3 or Client in connection with the matter to which this Agreement relates, except a loss resulting from omission, breach, negligent act, the violation of any law, or any willful misconduct of S-3 or any agent acting on S-3's behalf or Client. Under no circumstances shall either party be liable to the other for any special, incidental, indirect, punitive or consequential loss or damage of any nature, arising at any time or from any cause whatsoever.

9. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
10. S-3 agrees that it will not, during the period of its engagement hereunder or at any time after the date of termination or expiration of this Agreement, except with the express prior written consent of the Client disclose, communicate or divulge to any person other than the Client, its affiliates, employees, officers, and agents any proprietary or confidential information pertaining to the Client's business or the Client (the "Confidential Information"). The restriction contained in the preceding sentence shall not apply to any information that: (i) is a matter of public knowledge on the date of this Agreement; (ii) becomes a matter of public knowledge after the date of this Agreement from another source which is under no obligation of confidentiality to the Client; or, (iii) is required by law to be disclosed. In the event S-3 is required to disclose any Client Confidential Information pursuant to any law, subpoena or court order, then S-3 shall provide reasonable prior notice to Client of such disclosure so that Client is afforded the opportunity to take any appropriate actions available under the law to protect its Confidential Information.
11. S-3 agrees that any documentation, other copyrightable works, or any other intellectual property made, created, developed or contributed to by S-3 during the period of S-3's services and related to the business, operation or activities of Client or which are based on or derivative works of Client's Confidential Information are "works made for hire" under the copyright laws of the United States and shall belong solely to Client. For purposes of this Agreement, Client "Confidential Information" shall include but not be limited to Client's tangible and/or intangible intellectual property, proprietary business or technical information, Client's customer data or information, patent, copyright, trade secret, logo, trademark, trade name, or other proprietary or intellectual property now or hereafter owned, controlled, licensed to or licensable by Client, including without limitation any such rights in any software or other derivative work (meaning works derived, developed from or utilizing Client's proprietary business or technical information, or intellectual property that is protected by copyright or patent).
12. S-3 will use all permissible efforts to protect privileged communications or other confidential information developed by the S-3 or provided to S-3 during the course of the S-3's provision of services described above.
13. For a period of one year after the termination of this Agreement, S-3 will not directly or indirectly engage in any business that competes with the Client in the area of government relations and strategic communications. In addition, for a period of one year after the effective date of this agreement, S-3 will not directly or indirectly solicit, induce or attempt to induce any employee of the Client to terminate his or her employment with the Client.
14. In case of any dispute arising from this agreement, the parties agree to take legal action only after all attempts to reach an amicable resolution are exhausted, and the immunity and privilege established by International accords shall apply.
15. No clause contained herein can be interpreted as an explicit or implicit renunciation of the immunities granted to the Client by International law.
16. The Court of Washington, DC is competent for any dispute.

17. Authority. Each person whose signature appears below warrants and represents that he or she has the full authority to execute this Agreement on behalf of the Party for which he or she is signing and that all necessary corporate or partnership action to enter into this Agreement has been taken.

WHEREFORE CLIENT AND S-3 HAVE ENTERED INTO THIS AGREEMENT AS OF OCTOBER 5, 2020

By:   
Embassy of Italy ("Client")

By:   
John Scofield  
Managing Partner  
S-3 Group ("S-3")