

OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 and Address of Registrant PASS, LLC 1101 King St, #360 Alexandria, VA 22314	2. Registration No. <div style="font-size: 24px; text-align: center;">6538</div>
3. Name of Foreign Principal Kurdistan Regional Government, Ministry of Interior (MOI); Joint Crisis Centre, Agency of MOI	4. Principal Address of Foreign Principal 60 Meter Road Erbil, Kurdistan, Iraq

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 (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Ministry of Interior (MOI); Joint Crisis Centre, Agency of MOI

b) Name and title of official with whom registrant deals
 Karim Sinjari, Minister of Interior

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
 N/A

c) Principal aim
 N/A

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
	Daniel P. Puls, President and CEO	

OMB No. 1124-0004; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 PASS, LLC	2. Registration No. 6538
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3. Name of Foreign Principal

Kurdistan Regional Government, Ministry of Interior (MOI); Joint Crisis Centre, Agency of MOI

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.

Consulting agreement to develop a strategy for mitigation of refugees and internally displaced people in Kurdistan Region of Iraq. PASS, LLC advises the ministry and the Joint Crisis Centre to develop humanitarian projects and frameworks to address humanitarian issues. PASS focus is to provide professional advice, strategies, and solutions to its client on matters of the challenges of hosting refugees and IDPs in the Kurdistan Region of Iraq.

On March 28, 2018, our scope of work changed to include an activity which is related to the Foreign Agents Registration Act. As described in our Registration Statement, the new scope of work consists on promoting the convening of an international donor's conference for the humanitarian crisis in the Kurdistan Region of Iraq. This activity includes the drafting of a resolution in favor of the conference and contacting U.S. members of Congress to sponsor and support the development of such resolution.

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

Activities on behalf of foreign principal:

- Drafting of language of the resolution based on content found through our research that will be most politically favorable to both parties in the Senate with input from representative of the Kurdish Regional Government to call for a convening of an international donor conference in support of the Kurdistan Region of Iraq's humanitarian challenges.
- Identifying Members of the Senate who will serve as sponsors of the resolution
- Directly contacting the Senate leadership and potential sponsors to provide copies of our most desirable resolution draft language
- Working directly with Senate majority and minority leadership staff and staff of the Foreign Relations Committee to refine resolution language
- Directly contacting offices of each Committee member to gauge support or resistance to the resolution
- Maintaining continuous communication with PASS executives and representatives of the Kurdish Regional Government to insure seamless coordination of information and updates on the resolution's progress
- Projecting and monitoring timetables for the resolution's movement through the Senate

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

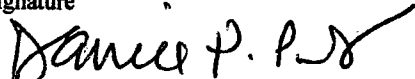
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The resolution would focus on the need to convene an international donor conference in support of the Kurdistan Region of Iraq's humanitarian challenges.

- Drafting of language of the resolution based on content found through our research that will be most politically favorable to both parties in the Senate with input from representative of the Kurdish Regional Government to call for a convening of an international donor conference in support of the Kurdistan Region of Iraq's humanitarian challenges.
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- Maintaining continuous communication with PASS executives and representatives of the Kurdish Regional Government to insure seamless coordination of information and updates on the resolution's progress
- Projecting and monitoring timetables for the resolution's movement through the Senate

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
	Daniel P. Puls	

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.

Consulting Agreement

between

Kurdistan Regional Government

and

PASS LLC



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made this ____ day of August, 2017, by and between Kurdistan Regional Government, ("the Client"), located in Erbil, Kurdistan-Iraq, and PASS LLC, a Virginia company ("PASS") located at 1101 King St Suite 360 Alexandria, VA 22314-2965, collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Client desires to retain the PASS as a consultant to the Client;

WHEREAS, the Client and the PASS desire to enter into the Agreement as to the terms of the PASS' compensation by the Client in consideration for services;

WHEREAS, the Parties have agreed to a Scope of Work (SOW), attached, that may be modified from time-to-time with the mutual agreement of parties;

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Position/Duties.

During the Engagement Term (as defined in Section 2 below). PASS shall provide consulting services as needed to the Client. PASS shall be available when needed by the Client. The Scope of Work (SOW) attached to this Consulting Agreement will serve as the framework the Parties will use to structure work product. The SOW may be modified from time to time, with the mutual agreement of the Parties.

2. Engagement Term.

PASS' term of engagement under this Agreement (such term of engagement, as it may be extended or terminated, is herein referred to as the "Engagement Term") shall be for a term commencing on August 12, 2017, the Effective Date, for the purpose of completing the items defined by the SOW. This Engagement Term will last for twelve (12) months beginning on the afore-defined Effective Date with option to renew, unless terminated earlier as provided in Section 5 hereof.

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PASS, LLC

1101 KING STREET UNIT 360 ALEXANDRIA, VA 22314 USA ▪ +1 (202) 618-3507 ▪ PASS-usa.net ▪ info@PASS-usa.net

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3. Monthly Retainer.

In consideration of PASS' services and funds invested in the Client, the Client agrees to pay PASS a retainer (the "Base Consulting fee") at an annual rate of US\$600,000. This annual consulting fee will be payable in three (3) tranches every 4 months. Each tranche will be billed every three months, and it will be due before the start of the next 4-months of service. The first payment will be due before the beginning of the engagement.

The Client also agrees to provide US\$7,000 per month for expenses. This allowance will be paid with every 4-month period of service invoice. A total of US\$28,000 will be billed every three (3) months, and it will be due before the start of the next 4-months of service. Any expense above the pre-agreed amount will need to be preapproved by the Client and will be billed at the end of the service month. Project expenses for travel, lodging, etc will be consistent with the Client's policies and procedures.

4. Retainer Policies

The PASS will open a separate bank account for this project. Up-front advance, retainer and expense reimbursements will be deposited and managed through this separate account. The Client will have the right to audit this account as required and have access to project financial-related records. The PASS may use the consulting retainer for expenses until reconciled with reimbursement payments.

5. Employee Benefits.

Consultant shall not be eligible for any benefits of the Client. Consultant's only compensation shall be the payment the Base Consulting Retainer discussed in Section 3.

6. Termination.

The Parties may terminate this consulting engagement with one months (30 days) written notice.



7. Notice.

For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand, (ii) on the date of transmission, if delivered by confirmed facsimile, (iii) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (iv) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid to the Client's or PASS' then address.

8. Section Headings Inconsistency.

The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

9. Severability.

The provisions of this Agreement shall not be deemed severable and this agreement is to be construed as a whole, and all parts of it are to be read and construed together.

10. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

11. Indemnification.

The Parties shall at all times defend, indemnify and hold harmless each other, their officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this agreement. Each Party shall promptly notify the other Party of any written claim, loss, or demand for which the one Party is responsible under this clause. This indemnity shall survive the expiration or termination of this agreement.



12. Arbitration.

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful the dispute, controversy or claim shall, at the request of either Party, be submitted to a Tribunal of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The Tribunal award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

13. Solicitation of Personnel.

During the term of the Agreement, Client will not directly or indirectly solicit any personnel of PASS who are working or have worked on the Agreement to leave the employ of PASS. During this period, Client shall be free to negotiate with the PASS the hiring of any personnel of the PASS so long as Client did not solicit such personnel to leave the employ of PASS.

14. Force Majeure.

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

15. Miscellaneous.

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and both Partners. No waiver by either party hereto at any time of any breach by the other party



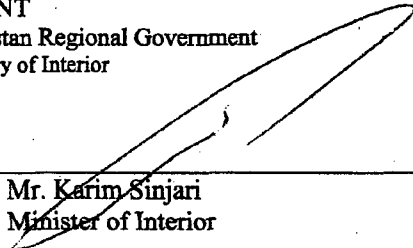
hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement sets forth the entire agreement of the Parties hereto in respect to the subject matter contained herein. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement supersedes any past employment agreements between the Client and PASS.

16. Withholding


The Client may withhold from any and all amounts payable under this Agreement such foreign, federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CLIENT
Kurdistan Regional Government
Ministry of Interior

By:  Date: 8. AUG. 2017
Mr. Karim Sinjari
Minister of Interior

PASS LLC

By:  Date: 8 AUG 2017
Daniel Puls
President & CEO




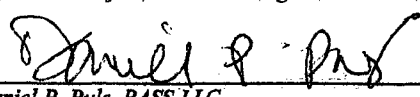
KURDISTAN REGIONAL GOVERNMENT (CLIENT) – SCOPE OF WORK (SOW) – CONFIDENTIAL

Objective: PASS (the Consultant) will undertake the following Scope of Work to assist with program and strategy development within their activities on behalf of the Client. The Consultant, in coordination with Client Staff, Representatives, and other stakeholders, will:

FOCUS AREA	DELIVERABLES
<p>1. Strategic Framework</p>	<ul style="list-style-type: none"> Develop the strategic framework on how best to handle the significant numbers of Internally Displaced People and refugees that have found refuge in Northern Iraq.
<p>2. Humanitarian Initiative</p>	<ul style="list-style-type: none"> Develop an initiative and an accompanying implementation strategy to more effectively inform and engage key funding partners—including donor countries, international aid agencies, the United Nations, international non-governmental organizations, and/or others—for increased humanitarian engagement in Northern Iraq.
<p>3. Reference Project</p>	<ul style="list-style-type: none"> Design an exemplary settlement—and secure funding and implementation partner(s)—to spotlight KRG’s effective and innovative approach to the humanitarian crisis confronting this region.
<p>4. Reduce Barrier</p>	<ul style="list-style-type: none"> Address obstructions the KRG faces regarding Iraq’s central government; develop a strategy for removing those barriers that have negatively impacted KRG’s efficient delivery of humanitarian interventions.

Upon final approval of this SOW and execution of the attached Consulting Agreement and Nondisclosure Agreement, a detailed timeline for key deliverables under the SOW will be presented to Client for approval in a quarterly basis.

Client Approval:  Date: 8-AUG 2017
 Mr. Karim Sinjari, Kurdistan Regional Government

PASS LLC Approval:  Date: 8-AUG 2017
 Daniel P. Puls, PASS LLC

PASS, LLC

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PASS

CREATING OPPORTUNITY. IMPACTING CHANGE.

REVISED FROM AGREEMENT 082017-01

KURDISTAN REGIONAL GOVERNMENT (CLIENT) – SCOPE OF WORK (SOW) – CONFIDENTIAL

Objective: PASS (the Consultant) will undertake the following Scope of Work to assist with program and strategy development within their activities on behalf of the Client. The Consultant, in coordination with Client Staff, Representatives, and other stakeholders, will:

FOCUS AREA	DELIVERABLES
1. Strategic Framework	<ul style="list-style-type: none"> Develop the strategic framework on how to build stronger partnerships and international engagement in the Kurdistan Regional Government of Iraq
2. Humanitarian Initiative	<ul style="list-style-type: none"> Develop the strategic model for engagement of key funding partners—including donor countries, international aid agencies, the United Nations, international non-governmental organizations, and/or others—for increased humanitarian engagement in Northern Iraq.
3. Reference Project	<ul style="list-style-type: none"> Develop the humanitarian housing initiative with the engagement of third-party partners and joint venture model.
4. Donors Conference	<ul style="list-style-type: none"> Discuss and measure the feasibility of convening stakeholders to develop a case for support in regards an international donor's conference for the Kurdistan Region of Iraq.

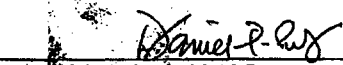
Upon final approval of this SOW and execution of the attached Consulting Agreement and Nondisclosure Agreement, a detailed timeline for key deliverables under the SOW will be presented to Client for approval.

Client Approval:


 H.E. Mr. Karim Sinjari, Kurdistan Regional Government

Date: 25-3-2018

PASS LLC Approval:


 Daniel P. Puls, PASS LLC

Date: 28-3-2018

PASS, LLC