

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

Rasky Partners

2. Registration No.

6586

3. Name of Foreign Principal

Embassy of the Republic of Azerbaijan

4. Principal Address of Foreign Principal

2741 34th Street, 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 Azerbaijan

b) Name and title of official with whom registrant deals

Ambassadr Elin Suleymanov

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

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.

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.)*

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
May 08, 2019	Larry Rasky	/s/ Lawrence Rasky

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 <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

Rasky Partners

2. Registration No.

6586

3. Name of Foreign Principal

Embassy of the Republic of Azerbaijan

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.

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

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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

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
May 08, 2019		/s/ Lawrence Rasky
		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.

Rasky Partners, Inc.

AGREEMENT

This Agreement is made as of April 29, 2019 by and between Rasky Partners, Inc. ("RASKY"), a Massachusetts corporation headquartered at 70 Franklin Street, 3rd Floor, Boston, Massachusetts, 02110 and Embassy of the Republic of Azerbaijan to the United States of America ("CLIENT"), located at 2741 34th street, N.W., Washington, DC 20008.

I. SERVICES AND TERM

RASKY shall provide CLIENT with strategic communications counsel and services ("Services") commencing April 29, 2019 and ending on October 28, 2019 ("Initial Term"). This Agreement may be extended with the mutual agreement of both parties.

Scope of Services: Public relations services and support

RASKY shall render all Services hereunder in a professional and workmanlike manner and shall comply with all applicable laws, rules and regulations.

II. FEE

CLIENT will pay RASKY a minimum monthly non-refundable fee (the "Monthly Fee") for the Services provided of \$15,000 per month, plus a 5% administrative fee as described below. The Monthly Fees totaling \$ 94,500 shall be paid in two equal installments. The initial payment of \$47,250 is due upon the signing of this agreement. The second payment of \$47,250 is due on July 15, 2019.

Fees unpaid for more than 30 days shall accrue interest at the rate of one percent (1%) per month (12% per annum).

III. EXPENSES

CLIENT shall pay RASKY an expense charge of five percent (5%) of the monthly fee (the "Expense Charge"). This charge includes expenses incurred by RASKY in the course of work performed for CLIENT. These expenses include administrative personnel, fax and phone charges, non-bulk mail and photocopying charges, and other reasonable day-to-day expenses incurred by RASKY for executing this agreement for Services.

The following expenses above \$ 250 are not included in the Expense Charge and will be billed upon authorization by CLIENT in advance: bulk-mail and bulk photocopying, printing, advertising services and materials, messenger services and reasonable expenses for travel, lodging, and entertainment. Upon request, RASKY will submit copies of receipts for such expenses.

RASKY may choose, as a courtesy to CLIENT, to include bills from third parties providing Services under this Agreement as authorized by CLIENT in advance in its own bill to CLIENT, but CLIENT expressly agrees that it will be directly and ultimately responsible for the payment of all such bills. Such obligation of CLIENT shall, however, be reduced by the amount of money paid to RASKY directly as a result of a bill for third party Services.

IV. INDEMNIFICATION

CLIENT hereby indemnifies and holds harmless RASKY, its directors, officers, employees and agents, from any and all injuries, losses, claims and damages to any person or property and all costs and

Rasky Partners, Inc. 555 11th Street, NW, Suite 401 Washington, DC 20004 tel: 202.530.7700 fax: 202.675.3400 www.rasky.com	70 Franklin Street, 3rd Floor Boston, Massachusetts 02110 tel: 617.443.9933 fax: 617.443.9944
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expenses, including without limitation, attorneys' fees, and any other liabilities incurred by RASKY as a result of any action or omission by CLIENT, their employees or agents, or any independent contractor engaged by either party for work related to this Agreement, subject only to the waiver by RASKY of this indemnification if RASKY is subsequently found guilty of gross negligence or willful misconduct by either a court of proper jurisdiction or an arbitration process initiated pursuant to this Agreement.

V. TERMINATION

If CLIENT gives notice of termination of this Agreement prior to the end of the Initial Term, the Monthly Fee for one additional month, as set forth above, shall be due from CLIENT to RASKY.

VI. NO HIRING OF RASKY EMPLOYEES

CLIENT agrees that for the term of this Agreement, including any extensions thereof, plus a period of one year following the expiration or termination of such Agreement, it shall not retain or hire any employees or consultants of RASKY who at the time have provided (or assisted in the provision of) Services to CLIENT. CLIENT further agrees that if it or any of its affiliates or subsidiaries violate this clause, CLIENT shall pay RASKY liquidated damages in an amount equal to said employee's annual salary at RASKY or consulting payments made in the previous twelve month to said consultant by RASKY, as the case may be. The provisions of this paragraph shall survive termination of this Agreement.

VII. INDEPENDENT CONTRACTOR STATUS

RASKY and its employees are independent contractors and not employees or agents of CLIENT.

VIII. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IX. RIGHT TO WORK PRODUCT

In the performance of this or any supplemental agreement, if RASKY has prepared or has had prepared any written presentation, reports or other material specific to CLIENT, all title and interest to such material, whether in preparation or final form shall be the exclusive property of CLIENT. Upon request of CLIENT, RASKY will assign any copyrights or execute any other transfer documents and shall supply CLIENT with a complete copy of all materials prepared for CLIENT. RASKY maintains the right to keep copies of all work product and other materials created in the performance of this Agreement subject to the confidentiality understanding of the Agreement. RASKY in no way waives any of its rights or privileges with respect to work product.

X. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in Boston, Massachusetts, in accordance with the Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the Arbitrator (s) shall be final, and judgment may be entered thereon in accordance with the applicable laws in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing, with the other party to the agreement and with the American Arbitration Association. The

demand for arbitration shall be made within two (2) years after the claim, dispute, or other matter in question has arisen.

XI. COSTS AND ATTORNEY FEES

If any action is necessary to enforce any of the terms and conditions of this Agreement, including seeking arbitration under the Agreement, the prevailing party shall be entitled to receive from the other party all costs and fees, including reasonable attorney's fees, and the prevailing legal interest rate on all debts from the date of default.

XII. CONFLICTS

RASKY is a large firm with multiple offices. RASKY may currently or in the future represent one or more other clients having some contacts with CLIENT and/or its affiliates. For example, RASKY may represent other clients in public relations projects, commercial transactions, legislative/policy matters, or administrative proceedings that may involve or affect CLIENT or its affiliates. CLIENT consents to RASKY's current and future representation of any such other clients without the need for further consents from CLIENT as long as there is no direct conflict of interest, reasonably determined in good faith by RASKY in consultation with CLIENT. No such direct conflict would exist where the representation of another client is not substantially and adversely related to the matters RASKY is handling for CLIENT, or where RASKY's representation of either CLIENT or another client involves matters unrelated to the representation of the other client. This advance consent does not permit unauthorized disclosure or use of any client confidences.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto. All amendments must be in writing and signed by both parties.

XIV. CONFIDENTIALITY

RASKY shall keep confidential and not disclose to any third party or use for its own benefit, other than in connection with the provision of Services pursuant to Section 1 hereof, any and all of CLIENT's technical, business, strategic, or other proprietary information designated as Confidential by CLIENT to RASKY. These obligations shall not apply to (a) information which, at the time of disclosure, is in the public domain; (b) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by RASKY; (c) information which RASKY can establish by competent proof was in RASKY's possession at the time of disclosure by CLIENT and was not acquired directly or indirectly from CLIENT

XV. AGREEMENT DISCLOSURE

Upon consent by CLIENT, RASKY may publicize our agreement to work with CLIENT in the form of press releases and announcements, and will immediately include CLIENT's name and logo in our client roster and website for the purpose of further RASKY business development efforts. CLIENT will be given reasonable opportunity to review and approve all descriptive information pertaining to CLIENT prior to public disclosure. RASKY may also request CLIENT's participation in additional activities such as case studies, references or other RASKY public relations activities.

XVI. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Embassy of the Republic of Azerbaijan

Attn: Ambassador Elin Suleymanov
Address: 2741 34th street, N.W.
Washington, DC 20008
office@azembassy.us

Rasky Partners, Inc.

Attn: Ronald Walker, Chief Operating Officer
70 Franklin St., 3rd Floor
Boston, MA 02110
rwalker@rasky.com

Notices pursuant to Section 2 may be delivered by email to the above address.

XVII. WAIVER OF CONTRACTUAL RIGHT

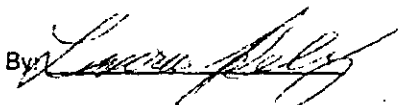
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with the Agreement.

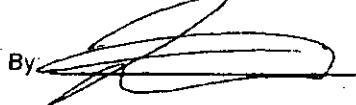
XVIII. AUTHORITY TO SIGN

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Rasky Partners, Inc.

Embassy of the Republic of Azerbaijan

By: 
Name: Lawrence Rasky

By: 
Name: Elin Suleymanov

Title: CEO

Title: Ambassador

Date: 4-23-2019

Date: 4/23/2019