Received by NSD/FARA Registration Unit 04/05/2017 1:41:03 PM

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0006; Expires April 30, 2017

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

Ballard Partners, 403 E Park Ave., Tallahassee, FL 32301

2. Registration No.

6415

3. Name of Foreign Principal

Government of the Dominican Republic

4. Principal Address of Foreign Principal

Ave. Mexico, Gazcue Distrito Nacional, Santa Domingo, Dominican Republic

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

- ☒ Government of a foreign country[1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Administrative Ministry of the Presidency

b) Name and title of official with whom registrant deals

Mr. José Ramon Peralta Fernandez

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.

Received by NSD/FARA Registration Unit 04/05/2017 1:41:03 PM

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 ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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

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
4/3/2017	Brian Ballard, President	

Received by NSD/FARA Registration Unit 04/05/2017 1:41:03 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

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	2. Registration No.
Ballard Partners	0415

3. Name of Foreign Principal

Government of the Dominican Republic

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.

See Attachment

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

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

Registrant will provide principal with advocacy services relative to US-Dominican bilateral relations.

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.

Activities will include advising, counseling, and assisting the foreign principal in communications with US government officials.

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
4/3/2017	Brian Ballard, President	

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.

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

No. 06/03/2017 - 1

CONTRATO DE ASESORÍA

Entre:

De una parte: **LA SECRETARÍA ADMINISTRATIVA DE LA PRESIDENCIA DE LA REPÚBLICA,** creada mediante la Ley número 450 del 29 de diciembre del 1972, con su domicilio principal ubicado en la avenida México esquina Doctor Delgado, del sector Gazcue, de la ciudad de Santo Domingo de Guzmán, Distrito Nacional, capital de la República Dominicana, debidamente representada por su Ministro Administrativo de la Presidencia, **LIC. JOSÉ RAMÓN PERALTA FERNÁNDEZ,** dominicano, mayor de edad, titular y portador de la cédula de identidad y electoral número 001-0167251-7, con su domicilio ubicado en una de las oficinas del Palacio Nacional, sito en la avenida México esquina Doctor Delgado, del sector Gazcue, de la ciudad de Santo Domingo de Guzmán, Distrito Nacional, capital de la República Dominicana, quien en lo adelante del presente Contrato se denominará **LA SECRETARÍA** o por su propio nombre; y,

De la otra parte: **BALLARD PARTNERS, INC.,** sociedad comercial debidamente constituida y organizada de conformidad con las leyes del Estado de Florida, Estados Unidos de América, con su domicilio y asiento principal, 403 East Park Avenue, Tallahassee, FL 32301, debidamente representada por su presidente, el señor **BRIAN D. BALLARD,** estadounidense, mayor de edad, titular y portador del Pasaporte número 427553377, domiciliado y residente en el Estado de Florida, quien en lo que sigue del presente contrato se denominará como **LA ASESORA,** o por su propio nombre.

A los fines del presente Contrato, **LA SECRETARÍA** y **LA ASESORA,** cuando sean designadas conjuntamente, se denominarán indistintamente como **"LAS PARTES".**

PREÁMBULO

POR CUANTO: LA SECRETARÍA ADMINISTRATIVA DE LA PRESIDENCIA DE LA REPÚBLICA, es una institución del Estado Dominicano, que dentro de sus demás atribuciones, tiene como finalidad dar apoyo logístico en el desenvolvimiento de las actividades propias de la Presidencia de la República;

POR CUANTO: La Ley número 340-06 de fecha 18 de agosto del 2006, sobre Compras y Contrataciones de Bienes, Servicios, Obras y Concesiones, modificada por la Ley número 449-06, de fecha 6 de diciembre de 2006 (la "Ley número 340-06"), establece en los Numerales 1, 2, 3 y 4 del Párrafo 1 de su artículo 6, como casos de excepción a los procedimientos de contrataciones y licitación la contratación de trabajos artísticos, *técnicos* o de restauración de obras históricas; aquellos servicios que *solo puedan ser suplidos por determinadas personas naturales y jurídicas*; y aquellos que por situaciones de urgencia, pueden afectar el interés público y la economía del país y no permiten la realización de otro procedimiento de selección en tiempo oportuno.

POR CUANTO: El servicio que requiere el Estado Dominicano con ocasión de la asesoría en el plano internacional en las situaciones y asuntos con el Gobierno de los Estados

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Unidos de América, es de naturaleza técnica y altamente especializada e implica considerar intangibles como experiencia, capacidad, lealtad, entre otros, desde un punto de vista subjetivo; que son precisamente las circunstancias que considera la Ley número 340-06 a los fines de establecer las excepciones antes indicadas a los procesos de contratación usuales que prevé dicha disposición.

POR CUANTO: LA ASESORA cuenta con una vasta experiencia técnica y especializada en materia gubernamental, características que la acredita para rendir la asesoría requerida por **LA SECRETARIA,** objeto del presente contrato.

POR CUANTO: LA ASESORA cuenta con un equipo de alta calificación y experiencia, capaz de brindar servicios de asesorías efectivos al Estado Dominicano.

POR CUANTO: Es interés de **LAS PARTES,** consagrar, mediante éste documento, los términos y condiciones bajo los cuales los servicios antes indicados se han estado prestando;

POR TANTO, y bajo el entendido de que el anterior preámbulo forma parte integral del presente Contrato;

LAS PARTES HAN CONVENIDO Y PACTADO LO SIGUIENTE:

ARTÍCULO PRIMERO: OBJETO DEL CONTRATO.-

LA SECRETARIA, por medio del presente contrato, formaliza la contratación de **LA ASESORA,** como asesora internacional, para la prestación de diversos servicios estratégicos de consulta y abogacía a **LA SECRETARIA** en relación a las situaciones y asuntos con el Gobierno Federal de los Estados Unidos de América.

ARTÍCULO SEGUNDO: RESPONSABILIDAD DE LAS PARTES.-

RESPONSABILIDADES DE LA ASESORA: Será responsabilidad de **LA ASESORA** consultar con **LA SECRETARIA** y abogar en su nombre las situaciones y asuntos que **LA SECRETARIA** considere necesario y apropiado ante el Gobierno Federal de los Estados Unidos de América.

RESPONSABILIDADES DE LA SECRETARIA: Será responsabilidad **DE LA SECRETARIA** proveer **LA ASESORA** la información necesaria para que esta pueda representar con su mejor capacidad a **LA SECRETARIA.** Además será responsabilidad de **LA SECRETARIA** compensar en tiempo oportuno a **LA ASESORA** por sus servicios.

ARTÍCULO TERCERO: HONORARIOS Y FORMA DE PAGO.-

Como contraprestación por los servicios de asesoría, **LAS PARTES** han acordado que, por concepto de honorarios profesionales, **LA SECRETARÍA** pagará a **LA ASESORA** la suma de **NOVECIENTOS MIL DOLARES DE ESTADOS UNIDOS DE AMERICA (US$900,000.00),** o su equivalente en pesos dominicanos, a la tasa de cambio promedio

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

para la adquisición de Dólares de los Estados Unidos de América, publicado por el Banco Central de la República Dominicana en la fecha en que sea efectuado, más el Impuesto, según corresponda y en la medida que resultare aplicable. El monto pautado se pagará en sumas mensuales, iguales y consecutivas por la suma de **SETENTA Y CINCO MIL DOLARES DE ESTADOS UNIDOS DE AMERICA (US$75,000.00).**

Párrafo I: Se facturarán mensualmente los honorarios profesionales.

Párrafo II: Se facturarán los gastos que deriven de la representación de **LA SECRETARIA,** incluidos, pero no limitados a, gastos necesarios por registro, excluyendo los costos que se asocian a la operación típica o común de una oficina, tales como los gastos generales, personal y equipos, de forma mensual a contra factura;

ARTÍCULO CUARTO: DURACIÓN DEL CONTRATO.-

LAS PARTES reconocen y aceptan que el presente Contrato tendrá una duración de un (1) año, contados desde el día seis (06) de marzo del año dos mil diecisiete (2017), hasta el día seis (06) de marzo del año dos mil dieciocho (2018). Sin embargo, **LA SECRETARIA** podrá terminar los Servicios en cualquier momento y por cualquier razón, incluyendo el hecho de que las partidas presupuestarias correspondientes a los pagos previstos en el presente Contrato no fueren aprobadas en la Ley General de Gastos Públicos.

Párrafo: Este contrato será automáticamente renovado por períodos de un año a menos que una de las partes indique lo contrario mediante una simple notificación por escrito, en un plazo de treinta (30) días a la otra parte.

ARTICULO QUINTO: CALIDAD DE LOS SERVICIOS.-

LA ASESORA se compromete a brindar los servicios objeto del presente Contrato, bajo los más altos estándares profesionales, legales y jurídicos, y con absoluta lealtad y buena fe. Dichos servicios serán rendidos de manera diligente, actual, eficaz, concreta, clara y precisa, y con los toques propios de la asesoría técnica y especializada de **LA ASESORA,** en cuanto hace referencia a la materia del presente Contrato.

ARTÍCULO SEXTO: DE LA NO DELEGACIÓN.-

LA ASESORA se compromete a no delegar en otras personas, físicas o jurídicas, los compromisos por ésta contraídos en la ejecución del presente Contrato, bajo el entendido de que su contratación ha sido seleccionada por condiciones inherentes a su persona moral y, en consecuencia no son delegables.

ARTÍCULO SEPTIMO: CONFIDENCIALIDAD.-

Tanto durante la vigencia, así como después de la terminación del presente Contrato, **LA ASESORA** se compromete a mantener absoluta confidencialidad y adoptar todas las medidas que fueren necesarias a fin de asegurarse que sus empleados, auxiliares y/o representantes mantengan la confidencialidad de todo conocimiento, ideas, materiales y

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

cualquier otra información que conozca o produzca en, y durante la ejecución del presente Contrato y que, puedan afectar la seguridad de **LA SECRETARÍA**. En tal sentido, solo podrá dar a conocer aquellas informaciones y/o documentos frutos de la ejecución de los servicios contratados mediante el presente Contrato a quien **LA SECRETARÍA** le autorice por escrito solamente. **LA ASESORA** acepta que sólo podrá referirse públicamente, a través de medios escritos, radiales, televisivos y los medios sociales modernos posibilitados por el internet, a los aspectos relacionados a este Contrato, si y solo sí **LA SECRETARÍA** lo considera necesario y le autoriza a hacerlo.

ARTÍCULO OCTAVO: NO EXCLUSIVIDAD.-

Es entendido y aceptado por **LAS PARTES** que, el presente Contrato no tiene carácter de exclusividad, por lo que **LA SECRETARÍA** se reserva el derecho de concertar con terceros, contratos similares, siempre que estos no presenten conflicto ni impedimento para la ejecución del presente Contrato.

ARTÍCULO NOVENO: ACUERDOS PREVIOS.-

LAS PARTES acuerdan que, este Contrato deroga y sustituye cualquier otro acuerdo verbal o escrito de la naturaleza que fuere, que haya podido ser suscrito entre **LAS PARTES** con anterioridad a la firma del presente Contrato y con relación al objeto de prestar servicios de asesoría.

ARTÍCULO DÉCIMO: LEY APLICABLE Y ATRIBUCIÓN DE COMPETENCIA.-

En caso de necesidad de dilucidar controversias, desavenencias, diferencias, discrepancias, disensiones y disputas sobre la interpretación de este Contrato o en relación con los derechos u obligaciones que de él emanan, **LAS PARTES** tendrán la obligación de someterlas al juicio del arbitraje institucional en derecho, de acuerdo a la Ley número 489-08 sobre Arbitraje Comercial, de fecha 19 de diciembre de 2008, y del Reglamento del Centro de Resolución Alternativa de Controversias de la Cámara de Comercio y Producción de Santo Domingo, sito, en la ciudad de Santo Domingo, República Dominicana.

ARTÍCULO DÉCIMOPRIMERO: EXCEPCION A LA APLICABILIDAD DE LA LEY 340-06.-

LA SECRETARÍA declara y reconoce, de manera expresa, que los términos de la Ley número 340-06 sobre Compras y Contrataciones de Bienes, Servicios, Obras y Concesiones, no resultan aplicables al presente contrato, en el entendido de que los servicios de asesoría objeto del mismo son de naturaleza altamente técnica y especializada. Consecuentemente, y de conformidad con lo previsto por los numerales 1, 2 y 3 del Párrafo del artículo Sexto (6°) de la Ley número 340-06, el presente contrato y los servicios objeto del mismo, escapan del ámbito de aplicación de la ley antes indicada, en atención a la naturaleza de dichos servicios y las condiciones en que los mismos debieron ser contratados.

MAT. 760 Distrito Nacional

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

ARTÍCULO DÉCIMOSEGUNDO: ELECCION DE DOMICILIO.-

LAS PARTES hacen formal elección de domicilio en los lugares indiciados en cabeza del presente Contrato, para todos los fines y consecuencias del mismo.

HECHO Y FIRMADO de buena fe, en cinco (05) originales de un mismo tenor y efecto, para cada una de las partes y para el notario actuante, en la ciudad de Santo Domingo de Guzmán, Distrito Nacional, capital de la República Dominicana, a los seis (06) días de marzo del año dos mil diecisiete (2017).

Por **LA SECRETARIA:**

LIC. JOSÉ RAMÓN PERALTA FERNÁNDEZ
Ministro Administrativo de la Presidencia

Por **LA ASESORA:**

BRIAN D. BALLARD
BALLARD PARTNERS, INC.

DR. FCO. MARINO VÁSQUEZ MARÍA

Yo _____, Abogado, Notario Público de los del número para esta jurisdicción, miembro del Colegio de Notarios con matrícula número 760, **CERTIFICO Y DOY FE**, que la firma que figura en el presente documento fue puesta en mi presencia, libre y voluntariamente, por el señor, **LIC. JOSÉ RAMÓN PERALTA FERNÁNDEZ** y **BRIAN D. BALLARD**, manifestándome al mismo tiempo, que estas son las firmas que acostumbran usar en todos los Contratos de sus vidas pública y privada. En la ciudad de Santo Domingo de Guzmán, Distrito Nacional, capital de la República Dominicana, a los seis (06) días del mes de marzo del año dos mil diecisiete (2017).

760 DR. FCO. MARINO VÁSQUEZ MARÍA

NOTARIO PÚBLICO

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

No. 06/03/2017 - 2

CONTRACT FOR SERVICES

Between: Executed 3/28/17

From one side: **THE ADMINISTRATIVE SECRETARIAT OF THE PRESIDENCY OF THE REPUBLIC,** created by the Law number 450, dated December twenty-ninth (29) 1972, with its main address located in Mexico avenue, corner Doctor Delgado, Gazcue sector, in the city of Santo Domingo, National District, capital of the Dominican Republic, legally represented by the Administrative Minister of the Presidency, **MR. JOSÉ RAMÓN PERALTA FERNÁNDEZ,** Dominican, of legal age, holder and bearer of the identity card and electoral number 001-0167251-7, with its main address located in one of the offices of the National Palace, located in Mexico avenue, corner Doctor Delgado, Gazcue sector, in the city of Santo Domingo, National District, capital of the Dominican Republic, who shall hereinafter be referred to as **THE SECRETARIAT** or by its own name; and,

From the other side: **BALLARD PARTNERS, INC.,** commercial company duly incorporated and organized in accordance with the laws of the State of Florida, United States of America, with its main address located in 403 East Park Avenue, Tallahassee, FL 32301, legally represented by its president, **MR. BRIAN D. BALLARD,** American, holder and bearer of the passport number 427553377, domiciled and resident in the State of Florida, United States of America, with its main address located in 403 East Park Avenue, Tallahassee, FL 32301, who shall hereinafter be referred to as **THE ADVISER** or by its own name;

For the purposes of this Contract, **THE SECRETARIAT** and **THE ADVISER,** when they are jointly addressed, shall be denominated indistinctly as **"THE PARTIES"**.

PREAMBLE

WHEREAS: THE ADMINISTRATIVE SECRETARIAT OF THE PRESIDENCY OF THE REPUBLIC, is an institution of the Dominican State, that within its other attributions, has the purpose of providing logistical support in the development of the activities of the Presidency of the Republic;

WHEREAS: The Law number 340-06, dated August eighteenth (18) 2006, on Procurement and Contracting of Goods, Services, Works and Concessions, modified by the Law number 449-06, dated December six (06) 2006, establishes in Numerals 1, 2, 3 and 4 of Paragraph 1 of Article 6, as cases of exception to the contracting and bidding procedures the contracting of artistic, technical or restoration of historical works; those services that can only be supplied by certain natural and legal persons; and those that by urgent situations, can affect the public interest and the economy of the country and do not allow the realization of another selection procedure in a timely manner;

WHEREAS: The service required by the Dominican State on the occasion of international advice in situations and matters with the Government of the United States of America, is of a technical and highly specialized nature and implies considering intangibles as experience, capacity, loyalty, among others, from a subjective point of view; which are precisely the

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

circumstances that Law number 340-06 considers in order to establish the exceptions indicated above to the usual contracting processes that this provision provides;

WHEREAS: THE ADVISER has a vast technical and specialized experience in governmental matters, a characteristic that accredits it to render the advice required by **THE SECRETARIAT**, object of this Contract;

WHEREAS: THE ADVISER has a highly qualified and experienced team capable of *providing effective advisory services to the Dominican State;*

WHEREAS: It's in the interests of **THE PARTIES** to establish, through this document, the terms and conditions under which the services have been presented;

THEREFORE, and with the understanding that the foregoing preamble forms an integral part of this Contract;

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE ONE: PURPOSE OF THE CONTRACT.-

THE SECRETARIAT, through this Contract, formalizes the hiring of **THE PARTIES**, as an international adviser, for the provision of various strategic consulting and advocacy services to **THE SECRETARIAT** in relation to businesses with the United States Federal Government of America.

ARTICLE TWO: RESPONSIBILITY OF THE PARTIES.-

RESPONSIBILITIES OF THE ADVISER: It shall be the responsibility of **THE ADVISER** to consult with **THE SECRETARIAT** and to advocate on their behalf the situations and matters that **THE SECRETARIAT** deems necessary and appropriate before the Federal Government of the United States of America.

RESPONSIBILITIES OF THE SECRETARIAT: It will be the responsibility of **THE SECRETARIAT** to provide **THE ADVISER** with the necessary information so that it can represent **THE SECRETARIAT** at its best capacity. In addition, it will be the responsibility of **THE SECRETARIAT** to compensate the Consultant in a timely manner for their services.

ARTICLE THREE: FEES AND PAYMENT METHOD.-

As monetary compensation for the advisory services detailed above, **THE PARTIES** have agreed that, for professional fees, **THE SECRETARIAT** will pay **THE ADVISER** the sum of **NINE HUNDRED THOUSAND US DOLARS (US$900,000.00)**, or its equivalent in Dominican pesos, at the average exchange rate for the acquisition of US Dollars, published by the Central Bank of the Dominican Republic on the date it is effected, plus the Tax, as applicable and to the extent applicable. The amount set will be paid in monthly,

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

equal and consecutive amounts for the sum of **SEVENTY-FIVE THOUSAND US DOLARS (US$75,000.00).**

Paragraph I: Professional fees will be invoiced monthly.

Paragraph II: Expenses arising from the representation of **THE SECRETARIAT**, including, but not limited to, expenses necessary for registration, excluding costs associated with the typical or common operation of an office, such as general expenses, personnel and equipment , on a monthly basis against invoice.

ARTICLE FOUR: DURATION OF THE CONTRACT.-

THE PARTIES acknowledge and agree that this Contract shall last for one (1) year, counted from March six (06) of the year two thousand seventeen (2017), until March six (06) of the year two thousand eighteen (2018). However, **THE SECRETARIAT** may terminate the Services at any time and for any reason, including the fact that the budget items corresponding to the payments provided for in this Contract are not approved in the General Public Expenditure Law.

Paragraph: This Contract will be automatically renewed for periods of one year unless one of the parties indicates otherwise by a simple written notification, within thirty (30) days to the other party.

ARTICLE FIVE: QUALITY OF THE SERVICES.-

THE ADVISER undertakes to provide the services covered by this Agreement, under the highest professional and legal standards, and with absolute loyalty and good faith. These services will be rendered in a diligent, current, efficient, concrete, clear and precise manner, and with the specific touches of the technical and specialized advice of **THE ADVISER**, as far as it refers to the subject matter of this Contract.

ARTICLE SIX: OF THE NON-DELEGATION.-

THE ADVISER undertakes not to delegate to other persons, physical or legal, the commitments made in the execution of this Contract, provided that its contracting has been selected by conditions inherent to its moral person and, consequently, are not delegable.

ARTICLE SEVEN: CONFIDENTIALITY.-

Both during and after the termination of this Agreement, **THE ADVISER** undertakes to maintain absolute confidentiality and take all necessary measures to ensure that its employees, assistants and/or representatives maintain the confidentiality of all knowledge, ideas, materials and any other information that is known or produced in and during the execution of this Agreement and which may affect the security of **THE SECRETARIAT**. In this sense, it may only disclose information and/or documents resulting from the execution of the services contracted by this Agreement to which **THE SECRETARIAT** authorizes it in writing only. **THE ADVISER** agrees that it may only publicly refer,

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

through written, radio, television and the modern social media made available by the internet, to aspects related to this Contract, if and only if **THE SECRETARIAT** deems it necessary and authorizes it to do so.

ARTICLE EIGHTH: NON EXCLUSIVITY.-

It is understood and accepted by **THE PARTIES** that this Agreement does not have exclusivity, and therefore **THE SECRETARIAT** reserves the right to enter into similar agreements with third parties, provided they do not present a conflict or impediment to the performance of this Agreement.

ARTICLE NINE: PREVIOUS AGREEMENTS.-

THE PARTIES agree that this Agreement repeals and replaces any other verbal or written agreement of whatever nature that may have been agreed between **THE PARTIES** prior to the signing of this Contract and in relation to the purpose of providing advisory services.

ARTICLE TEN: APPLICABLE LAW.-

In case of necessity to elucidate controversies, disagreements, differences, discrepancies, dissensions and disputes over the interpretation of this Contract or in relation to the rights or obligations that emanate from it, **THE PARTIES** shall have the obligation to submit them to the judgment of the institutional arbitration law, in accordance with Law number 489-08 on Commercial Arbitration, dated December nineteenth (19) 2008, and the Regulations of the Center for Alternative Dispute Resolution of the Chamber of Commerce and Production of Santo Domingo, located in the city of Santo Domingo, Dominican Republic.

ARTICLE ELEVEN: EXCEPTION TO THE APPLICABILITY OF THE LAW 340-06.-

THE SECRETARIAT expressly declares and acknowledges that the terms of Law number 340-06 on Procurement and Contracting of Goods, Services, Works and Concessions, do not apply to this contract, provided that the advisory services of this Contract are of a highly technical and specialized nature, consequently, and in accordance with the provisions of Numerals 1, 2 and 3 of the Paragraph of article 6 of Law number 340-06, this contract and the services object thereof, are outside the scope of application of the above law, in view of the nature of those services and the conditions under which they should have been contracted.

ARTICLE TWELVE: ELECTION OF DOMICILE.-

THE PARTIES make a formal choice of domicile in the places indicated in the head of this Contract, for all purposes and consequences thereof.

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM

MADE AND SIGNED in good faith, in five (05) originals of the same tenor and effect, for each of the parties and for the acting notary, in the city of Santo Domingo, National District, capital of the Dominican Republic, March six (06) of the year two thousand seventeen (2017).

THE SECRETARIAT:

LIC. JOSÉ RAMÓN PEÑALTA FERNÁNDEZ
Administrative Minister of the Presidency

THE ADVISER:

BRIAN D. BALLARD
BALLARD PARTNERS, INC.

Received by NSD/FARA Registration Unit 04/05/2017 1:40:56 PM