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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.
Podesta Group, Inc.	5926

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.

Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and the executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with members of Congress and their staff and executive branch officials, media and nongovernmental organizations.

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

Registrant will provide strategic counsel to the principal on strengthening the principal's ties to the United States government and institutions. Registrant will assist in communicating priority issues in the United States-Azerbaijan bilateral relationship to relevant U.S. audiences, including Congress, the executive branch, media and policy community.

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.

All of the activities listed in Item 8 will be undertaken in order to communicate information to the principal as well as to communicate information about the principal and its issues of concern to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff, as well as executive branch officials may be arranged.

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
2-23-17	Kimberley Fritts CEO	Kimberley Fritts

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.

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ENGAGEMENT AGREEMENT
Dated February 23, 2017

This ENGAGEMENT AGREEMENT ("Agreement") is effective this February 1, 2017, by and between the Embassy of the Republic of Azerbaijan ("Azerbaijan"), at 2741 34th Street NW, Washington, DC 20008, and the PODESTA GROUP, ("the Provider") at 1001 G Street NW, Washington, DC 20001.

WHEREAS, Azerbaijan wishes to have the Provider performing the services hereinafter referred to, and

WHEREAS, the Provider is willing to perform these services,

NOW THEREFORE the Parties hereby agree as follows:

Services

The Provider shall perform services to assist Azerbaijan with developing Azerbaijani-United States relations.

Term

The Provider shall perform the Services during the period commencing on February 1, 2017 and continuing through March 31, 2017.

Payment

For Services during the Term, Azerbaijan shall pay the Provider a monthly fee of thirty thousand dollars (US $30,000), plus expenses.

Reimbursement of expenses incurred by the Provider exceeding two hundred fifty dollars ($250) requires Azerbaijan's prior approval. Reimbursable expenses include international and domestic travel if required, including accommodations; public relations expenses for events, advertising, and digital services. Azerbaijan shall reimburse the Provider for individual expenses less than two hundred fifty dollars ($250) at cost. Expenses shall be invoiced and paid with the fees due at the end of the month.

Performance Standard

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Provider shall comply with the Foreign Agents Registration Act and any other applicable United States laws.

Confidentiality

The Provider shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the Azerbaijan's business or operations without Azerbaijan's prior written consent. Termination of the present Agreement shall not affect this provision which shall remain in force for

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indefinite period.

Ownership of Material

Any studies, reports, opinions or other material, or otherwise, prepared by the Provider for Azerbaijan under the Agreement shall belong to and remain the property of Azerbaijan. The Provider may retain a copy of such documents and software.

Assignment

The Provider shall not assign this Agreement or any portion of it without Azerbaijan's prior written consent.

Governing Law and Language

The Agreement shall be governed by the laws of the District of Columbia and the United States of America, and the language of the Agreement shall be English.

Amendment

This Agreement may not be modified or amended except by an instrument in writing by the parties hereto.

For the Embassy of the Republic of Azerbaijan

2/23/17
Date

For the Podesta Group

2/23/17
Date

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