

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Capitol Counsel, LLC	2. Registration Number 6328
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3. Primary Address of Registrant  
 700 13th Street, NW, Suite 200, Washington, DC 20005

4. Name of Foreign Principal Government of Alberta (Canada)	5. Address of Foreign Principal Alberta Office, Embassy of Canada, 501 Pennsylvania Avenue NW Washington, District of Columbia CANADA 20001
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6. Country/Region Represented  
 CANADA

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<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 \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
 Government of Alberta (Canada)

b) Name and title of official with whom registrant engages  
 James Rajotte, Senior Alberta Representative to the United States

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

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

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06-23-2022 John D. Raffaelli John D Raffaelli

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Capitol Counsel, LLC

2. Registration Number  
6328

3. Name of Foreign Principal  
Government of Alberta (Canada)

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/14/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide activities for the foreign principal as a subcontractor pursuant to an agreement between the foreign principal and Crestview Strategy USA LLC.

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

Registrant will represent foreign principal before the United States Congress to promote the interests of the Government of Alberta (Canada).

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

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will represent foreign principal before the United States Congress to promote the interests of the Government of Alberta (Canada).

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

Yes  No

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

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

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

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

Yes  No

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

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

Yes  No

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

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
06/24/2022	John D. Raffaelli	/s/John D. Raffaelli
_____	_____	_____
_____	_____	_____
_____	_____	_____



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

06-23-2022 John D. Raffaelli John D Raffaelli

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made as of **June 14, 2022**

**Between:** CRESTVIEW STRATEGY US., a corporation duly established under the laws of the United States and having an office and principal place of business at 2409 N Ottawa Street Arlington VA 22206 ("The Company"),

(the "Contractor").

**And:** *Jonathan Kott*, located at *Capitol Counsel LLC*

(Each hereinafter may be referred to as a "Party" or collectively as "the Parties").

**WHEREAS**, Company requests Contractor to perform services for it and may request Contractor to perform other services in the future; and

**WHEREAS**, the Company and Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

**NOW, THEREFORE**, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

## 1. Services

Effective from *June 14, 2022 through March 31, 2024* Company shall retain Contractor for *Provide government affairs support to Alberta Washington Office as outlined in the RFP*

## 2. Changes

(a) Change Orders. The Company, without invalidating this Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions.

(b) Change Order Requirements. All changes order shall be a written order signed by the Company and shall specify:

(i) the elements of the Services to be changed change,

- (ii) the reason for the requested change, and
- (iii) the impact, if any, that the requested change will have on (A) the compensation, (B) time for performance or (C) any other terms or conditions of this Agreement.

(c) Adjustments to Compensation. In the event that any such changes materially impact the cost to the Contractor of performing the Services or the time required for such performance, the parties shall negotiate in good faith a reasonable and equitable adjustment in the applicable Fees and schedule, as applicable.

### **3. Compensation**

- (a) Amount. The work performed by Contractor shall be performed at the rate of **\$10,000 per month.**

Any partial periods will be prorated as appropriate

- (b) Payment. Invoices shall be issued to Company by Contractor monthly after performance of the Work, and payment shall be due Thirty (30) days after receipt of invoices.

(c) Taxes. Company shall not be responsible for federal or provincial taxes derived from the Contractor's net income or for the withholding and/or payment of any federal and provincial income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to Contractor.

### **4. Expenses**

The Contractor is responsible for expenses.

### **5. Independent Contractor Status**

(a) Status. Contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee including dependent contractor, principal and agent, partnership or joint venture, or any other fiduciary relationship.

(b) No Authority. Contractor shall have no authority to act as agent for, or on behalf of, Company, or to represent Company, or bind Company in any manner.

(c) No Employee Benefits. Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of Company.

### **6. Representations and Warranties**



The Company and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into the Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the Company or the Contractor respectively and any other person, firm or organization or any law or governmental regulation.

## **7. Confidential Information**

Contractor and its employees shall not, during the time of rendering services to the Company or thereafter, disclose to anyone other than authorized employees of the Company (or persons designated by such duly authorized employees of the Company) or use for the benefit of Contractor and its employees or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects or programs; the technical, commercial or any other affairs of the Company; or, any confidential information which the Company has received from a third party.

## **8. Intellectual Property**

(a) Work Product. During the course of performing the Spokesperson Services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with Company, develop information, produce work product, or achieve other results for Company in connection with the Spokesperson Services it performs for Company.

(b) Ownership. Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/or Company in connection with such Spokesperson Services (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, and shall remain the sole and exclusive property of Company.

(c) Assignment of Interest. Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to Company all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.

(d) Moral Rights. Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.

(e) Assistance. Contractor further agrees to provide all assistance reasonably requested by Company, both during and subsequent to the Term of this Agreement, in the establishment,

preservation and enforcement of Company's rights in the Work Product.

(f) Return of Property. Upon the termination of this Agreement, Contractor agrees to deliver promptly to Company all printed, electronic, audio-visual, and other tangible manifestations of the Work Product, including all originals and copies thereof.

## **9. Non-Solicitation.**

During the term of this Agreement and for a period of Twelve (12) months after any termination of this Agreement, Contractor will not, without the prior written consent of the Company, either directly or indirectly, on Contractor's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed or retained by the Company including any principal of the Company, or any customer of the Company.

## **10. Termination**

(a) Notice of Termination. This Agreement may be terminated by either the Company or the Contractor at any time for any reason, with or without cause, by giving Thirty (30) days from written notice of termination.

(b) Payment Upon Termination. The Company will pay Contractor for all Services performed by Contractor through the date of termination.

## **11. Indemnification**

(a) Indemnification by Contractor. Contractor agrees to indemnify and hold harmless Company and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, legal fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly, from:

(i) the negligent, grossly negligent, or intentional act or omission of Contractor or its directors, officers, employees, agents or Contractors,

(ii) Contractor's failure to perform any of its obligations under this Agreement, and

(iii) any act or omission of Contractor in connection with the Work.

(b) Notification. Company will promptly notify Contractor of any claim for indemnification.



(c) Survival. Contractor's obligations under this Section 10 shall survive termination or expiration of this Agreement.

## 12. Insurance

(a) Coverage. Throughout the term of this Agreement, Consultant shall maintain workers compensation insurance in the amount required by statute and comprehensive general liability insurance with coverage of at least one million dollars per occurrence for bodily injury, property damage or other losses in connection with the provision of Services by Consultant pursuant to the terms of this Agreement.

(b) Certificates. At Company's request, Consultant shall provide certificates or other acceptable evidence of insurance evidencing the foregoing coverage and shall provide Company with prompt written notice of any material change to the same.

(c) Additional Insurance. The Consultant acknowledges that a given project may require additional insurance and such additional insurance shall be set forth on the applicable Statement of Work.

## 13. General Provisions

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.

(b) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(c) Amendment. This Agreement may be amended only by written agreement of the parties.

(d) Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

(e) Assignment. This Agreement shall not be assigned by either party without the consent of the other party.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its conflict of laws rules.

(g) No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.



IN WITNESS WHEREOF, the Company and the Contractor have each executed and delivered this Agreement as of the Effective Date.

**“The Company”**

**“The Contractor”**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**Name:** Maryscott Greenwood

**Name:** Jonathan Kott

**Title:** Managing Director

**Title:** Partner

**Address:** 2409 N Ottawa Street  
Arlington VA 22205

**Address:** 700 13<sup>th</sup> Street NW  
Second Floor  
Washington DC 20005

**Email:**  
maryscott.greenwood@crestviewstrategy.com

**Email:** jkott@capitolcounsel.com

**Tel:** 202-361-1597

**Tel:** 202-316-7895