

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 Prism Strategy, Inc.	2. Registration Number 6419
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3. Primary Address of Registrant  
1333 H Street, NW, Suite 800 E, Washington, DC 20005

4. Name of Foreign Principal Mr. Arben Ahmetaj	5. Address of Foreign Principal Viale Stefano Franscini 11 6900 Lugano, Switzerland SWITZERLAND
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6. Country/Region Represented  
ALBANIA

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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality ALBANIA

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

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

<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(s) 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.  
Former Deputy Prime Minister of Albania

b) Is this foreign principal:

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

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

See Appendix for Response

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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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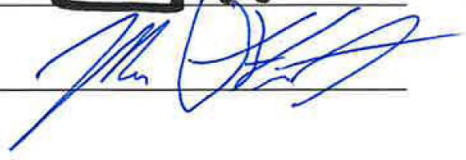
**EXECUTION**

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
01/25/2024	John Stanford	/s/John Stanford
01/25/2024	Edward Stewart	/s/Edward Stewart
_____	_____	_____
_____	_____	_____

**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
1/25/24	EDWARD STEWART	
1-25-24	John Stanford	

## Appendix Response to Item 11

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

Item 10(b) Financed: Professional fees for this client will be paid for by the following:

Erjola Flamur Hoxha  
Albanian citizenship  
Viale Stefano Franscini 11  
6900 Lugano  
Switzerland

Flamur Adem Hoxha  
Albanian citizenship  
Rruga Tefta Tashko  
Nd 41, h2, ap 34  
Tirana, Albania

Eljona Aleksander Hoxha  
Albanian citizenship  
Rruga Tefta Tashko  
Nd 41, h2, ap 36  
Tirana, Albania

Ermand Abedin Hoxha  
21-03-1977  
USA citizenship  
70 Maple St, Paxton MA 01612



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  
Prism Strategy, Inc.

2. Registration Number  
6419

3. Name of Foreign Principal  
Mr. Arben Ahmetaj

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? 01/15/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Prism Group will advocate on behalf of two foreign principals: Arben Ahmetaj and Erjola Flamur Hoxha, both Albanian citizens, per the Statement of Work contained in the attached agreement. Prism Group anticipates contacting elements of both the executive and legislative branches of the U.S. Government in the performance of this agreement.

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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.

See Appendix for Response

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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.

Prism Group, on behalf of the client, Arben Ahmetaj and Erjola Flamur Hokha, intends to engage in political activities to educate policymakers on false criminal accusations directed toward the client by the Government of Albania.

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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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

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

Date	Recipient	Purpose	Amount/Thing of Value
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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
01/25/2024	John Stanford	/s/John Stanford
01/25/2024	Edward Stewart	/s/Edward Stewart
_____	_____	_____
_____	_____	_____

**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
1/25/24	EDWARD STEWART	
1-25-24	John Stanford	

## **Appendix**

### **Response to Item 9**

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

- Advice and counsel on the Client's legal, political, and human rights and violations of those rights by government and political actors in Albania;
- Directly lobby the U.S. Government (federal executive branch departments and agencies and Congress) on matters pertaining to U.S-Albania bilateral relations, including foreign assistance programs, official corruption, economic and trade support, legal and justice assistance, and various regional partnerships;
- Develop relationships with other interested stakeholders to support the goals of this project.
- Conduct regular weekly meetings (and written updates) with Client to inform them of Company activities on their behalf and to plan future activities.



**PRISM GROUP  
CLIENT SERVICES AGREEMENT**

This Agreement ("Agreement") is made and entered effective this 15<sup>th</sup> day of January, 2024 (the "Effective Date"), by and between Prism Strategy, Inc. d/b/a the Prism Group ("Company"), a Washington, DC Corporation having its principal place of business at 1333 H Street, NW, Suite 800E, Washington, D.C. 20005 (hereinafter "Company"), and Erjola Hoxha and Arben Ahmetaj, both Albanian citizens, the Client whose signature(s) is contained in the signature line at the end of this agreement (hereinafter "Client").

**WHEREAS**, Company will provide advisory and direct advocacy services with the goal of educating U.S. policymakers and other stakeholders on the legal and political situation of Hoxha and Ahmetaj in Albania, including violations of their legal, political and human rights;

**WHEREAS**, Client and Company now wish to formalize their agreement for the provision of certain services to Client;

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

- A. **Services.** Client is engaging Company to provide services for Client (the "Services") as outlined in the Statement of Work ("SOW") attached to this Agreement. Other than as specified herein, if additional Services are to be covered by this Agreement, the parties shall create and execute additional written SOWs, which shall be attached to this Agreement as additional Exhibits. For the avoidance of doubt, all SOWs and Exhibits shall be incorporated in this Agreement and all references to Services herein shall include the services described in all such SOWs. The SOWs may be amended from time to time, only upon the written authorization of both parties. In the event that the terms of this Agreement and the terms of the applicable SOW conflict, the terms of the SOW shall control.
- B. **Term.** This Agreement shall be effective as of the Effective Date and will continue in effect until all Services have been completed in accordance with the SOW attached hereto, or it is otherwise extended or terminated, as authorized herein (the "Term").
- C. **Payment Terms, Payment Authorization and Disclosures.**
1. **Fees.** Upon signing of this Agreement, Client agrees to pay Company all amounts due for the Services on the terms as specified in any applicable SOW (the "Fee"). Except as expressly provided herein, any Fees, Expenses (as defined below), and Charges (as defined below) are not refundable. Client shall pay Company the Fee according to the fee schedule specified in the applicable SOW (the "Fee Schedule"). All Fees, Expenses and Charges detailed herein are payable by check or electronic deposit.
  2. **Expenses.** No expenses are to be charged to client without prior written approval. No reimbursable expenses are currently envisioned for this project as there will be no billing for travel within Washington, DC.
  3. **Charges for Returned Payments.** Company reserves the right to charge interest on amounts past due at a rate of 1.5% of the outstanding payment per month ("Charges"). If any check or other payment to Company is returned, rejected or dishonored, Company or any third party on its behalf, as applicable, may in each instance, to the extent permitted by law, assess a charge of thirty dollars (\$30.00) for each returned check in addition to a charge equal to the total of all charges, costs and expenses incurred by Company in connection with collection, and Company may charge such other fees as may be permitted by applicable law (all charges for amounts past due or for payments returned, rejected or dishonored shall be referred to as "Charges"). Any Charges shall be considered due and payable to Company immediately.
  4. **Collections.** If any amounts due hereunder are not paid in accordance with the terms of this Agreement, Company may cease and desist all work on Client's behalf, and may use all available legal means to secure payment. Client understands and agrees that this may involve hiring a collection agency or going through small claims court. If such action is necessary, Client agrees to pay all costs incurred by Company for collection, including reasonable attorneys' fees.
- D. **Client Obligations.** Client shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Client shall furnish at its own expense any information necessary



for Company to perform the Services detailed in this Agreement and to carry out the Services on a timely basis, the accuracy and completeness of which Company shall be entitled to rely upon. Client further represents and warrants that it will comply with all applicable international, federal, state and local rules and laws regarding the Services, and will use its best efforts to assist Company with doing the same.

E. **Mutual Obligations.**

1. ***Generally.*** Both parties warrant to the other that each is able to enter into and abide by the terms of this Agreement, and that there are no existing agreements that would interfere with the pursuit of each of the tasks each agrees to perform.

2. ***Parties' Relationship.*** The status of Company shall be that of an independent contractor to Client and not that of any employee, agent or other partner of Client. The parties shall do business at their own risk and for their own profit. Nothing in this Agreement shall constitute a partnership, agency, joint venture or employer-employee relationship between Client and Company or authorize either party to make any representation on behalf of or in any way to bind the other party to any obligation of any kind, express or implied, to any third party, or to incur any liability on behalf of the other party. Company is retained solely for the purpose of providing the Services to Client. Nothing in this Agreement shall prohibit Company from furnishing the Services to others.

F. **Intellectual Property.** Unless otherwise set forth in this Agreement, the files, documents, artwork, computer records, and materials expressly produced for Client in furtherance of the Services performed for Client (collectively referred to herein as "Work Product") are works for hire and shall become and remain the exclusive property of Client. The term "Work Product" shall expressly not include, and Company shall retain all of its rights, title, ownership, and interest to and confidentiality of: (i) all materials owned by or licensed to Company prior to, or independent from, the performance of Services under this Agreement, and all modifications thereof; (ii) all generic or proprietary information developed by Company; (iii) all ideas, software, applications, methodologies, processes or procedures used, created or developed by Company in the conduct of its business; (iv) any Work Product that is not accepted or otherwise delivered to Client (such as proofs and proposal documents); or (v) any Work Product in respect of which Client has not paid Company the Fee associated with the Services for creating and, where applicable, producing such Work Product (collectively "Company Property"). In the event that any Work Product includes material, the rights in which are owned by a third party, Company shall grant to the Client, at Client's expense, only such rights as the third party permits Company to grant to Client. Company may use the Work Product for the purposes of internal business and training, and may use Work Product that does not identify Client for future clients. Company may utilize or acknowledge past representation of Client for marketing or proposal purposes for business development and engagement of future clients. Client hereby agrees that Company may display the Work Product as part of Company's portfolio and website, galleries, and other media solely for the purpose of showcasing Company's work, but not for any other purpose. Client shall use the Work Product only for its own internal business purposes, and shall not disclose or transfer it to any third party at any time without Company's written consent.

G. **Disclaimer.**

1. ***Disclaimer.*** Client understands and agrees that Company makes no guarantees regarding the results of the Services or Work Product and the Services' or Work Product's impact on Client. Client acknowledges that the Services and the Work Product provided by Company hereunder are provided "as is" and "where is", without any warranty, representation, or condition of any kind whatsoever, and that Client's use of the Services and Work Product is at Client's own risk. Company does not make, and Client is not receiving, any warranties, express, implied, or otherwise, with respect to the Services or Work Product provided hereunder, including but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, title or non-infringement. Company shall not be held responsible for Services that may later be undesirable to Client.

2. ***Risk of Loss.*** Client understands and acknowledges that Company will not be responsible for loss due to lateness, no shows, or other actions or inactions by Client or other third parties, neglect, human error, loss of materials, or equipment or other failures. Client expressly understands and agrees that Company cannot guarantee any outcome or result. Client expressly understands and agrees that Company is not and cannot promise that any campaign in relation to the Services will be successful, or that any Services provided hereunder will result in any specific result or outcome.



- H. **Indemnification.** Notwithstanding anything contained herein, Client, on behalf of itself and its members, officers, directors, representatives, agents, clients, employees, consultants, contractors, volunteers, licensees, assigns, affiliates, and successors (collectively referred to herein as "Client"), shall forever indemnify, protect, defend, and hold harmless, Company and its members, officers, directors, representatives, agents, clients, employees, consultants, contractors, volunteers, licensees, assigns, affiliates, and successors (collectively referred to herein as "Company"), from and against any and all suits, proceedings, claims, damages, liabilities, losses, demands, judgments, costs, fines, penalties, interest or expenses or other liabilities, including but not limited to court costs and reasonable attorneys' fees, arising from, related to or attributable to: (i) Company's performance under this Agreement, unless due to Company's gross negligence or willful misconduct; (ii) any or all of acts, errors or omissions of Client; (iii) any breach of this Agreement by Client; (iv) any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, corporation or other third party as a result of or in connection with this Agreement; or (v) Company's use of any data or materials provided by Client for use by Company, or any materials prepared at Client's direction, including but not limited to any claim of infringement or violation of any copyright, patent, trademark or other right of any kind of any person, or any claim of libel, slander, or invasion of privacy.
- I. **Confidentiality.** Company and Client (either a "Disclosing Party") may have access to proprietary, private or otherwise confidential information ("Confidential Information") of the other party (either a "Receiving Party"). Confidential Information shall mean all non-public information that constitutes, relates or refers to the operation of the business of the Disclosing Party, and shall expressly include any Company Property created or developed by Client. Confidential Information does not include any information, or any portion of any document based thereon, that: (i) was known to the Receiving Party at the time of its disclosure by the Disclosing Party; (ii) was or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (iii) has already been or is hereafter independently acquired or developed by the Receiving Party without violating this Agreement; or (iv) was or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not, to Company's knowledge, subject to a confidentiality obligation with respect to such information. Except as permitted herein, the Receiving Party will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Receiving Party, or divulge, disclose, or communicate in any manner any Confidential Information; however, the Receiving Party may disclose all or any part of the Confidential Information to its employees and agents on a need-to-know basis. If the Receiving Party is obligated or compelled to disclose all or any part of the Confidential Information in any judicial or administrative proceeding or public disclosure filing, it may do so without liability under this Agreement so long as it uses reasonable efforts to obtain assurances that confidential treatment will be accorded to such information and provides prior written notice to the Disclosing Party. See Statement of Work Section D "Public Disclosure".
- J. **Limitation of Liability.** Recourse hereunder against Company shall forever be limited exclusively to the Fee paid under this Agreement, and in no event shall include consequential, special or indirect damages or claims for loss of profit or business. The foregoing limitations and disclaimers will apply irrespective of whether the possibility of such damages has been disclosed to Company in advance or could have reasonably been foreseen by Company. No individual member, officer, official, employee, volunteer, agent or affiliate of Company shall be personally liable hereunder, and no recourse shall be held against any such party's assets by reason of a breach of this Agreement by Company or otherwise.
- K. **Termination.** Unless otherwise terminated as authorized herein, this Agreement shall terminate automatically upon completion of the Services or until payment of all amounts owed hereunder have been paid to Company, whichever occurs last. This Agreement may be terminated by either party upon written notice to the other in the event of the other party's breach of any of the terms of this Agreement, which breach shall not have been remedied within ten (10) days of such written notice. This Agreement may be terminated by Company at any time without cause upon thirty (30) days' written notice. The termination of the Term shall be the "Termination Date". If Company terminates this Agreement because Client has violated any terms of this Agreement, as determined in the sole discretion of Company, Client is obligated to make full payment of all Fees and other amounts due under this Agreement. If Company terminates this Agreement for any other reason, Company shall refund Client for any Fees paid to Company prior to the Termination Date for which Services have not yet been rendered. If Client terminates this Agreement, any amounts that have been paid or are due to Company in accordance with the Fee Schedule shall be paid to Company, shall remain the property of Company, and shall be nonrefundable. Except as specifically



provided herein, all amounts paid to Company on and prior to the Termination Date are non-refundable, and termination shall be without prejudice to any and all other rights and remedies of Company. No rights or liabilities shall arise for Company with relation to unfinished Services, regardless of any plans that may have been made for future Services. If Client terminates this Agreement, Client shall remain fully responsible for reimbursing Company for all Expenses in accordance with the terms of Section C herein.

L. **Dispute Resolution.** This Agreement and the interpretations hereof shall be governed exclusively by its terms and by the laws of the District of Columbia, without reference to its principles of conflicts of laws. Any dispute under this Agreement shall be subject to the exclusive jurisdiction of courts located in the District of Columbia located nearest to Company's principal office, and Client consents to the personal jurisdiction of such courts and waives any objection to such courts' jurisdiction and venue. **EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTERS INVOLVING THE PARTIES HERETO.** The prevailing party shall be entitled to recover the reasonable costs and expenses incurred in connection with any mediation, suit or other action brought pursuant to this Agreement, including, without limitation, reasonable attorney's fees.

M. **Miscellaneous Provisions.**

1. **Survival.** Provisions of this Agreement, which by their nature and terms extend beyond the termination of this Agreement shall continue in effect after termination of this Agreement, regardless of the reason, and whether such termination is voluntary or involuntary.
2. **Third Party Rights.** Nothing contained in this Agreement shall be construed, nor is intended to give any rights or benefits to any person or entity, other than to Client and Company.
3. **Severability.** Client acknowledges that the restrictions contained in this Agreement are fair and reasonable, and are reasonably required for the protection of Company. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision (or portion thereof) of this Agreement that can be given effect without the invalid provision. In such event, all parties agree that the arbitrator making such determination shall have the power to alter or amend such provision so that it shall be enforceable to the maximum extent permitted by law.
4. **Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and if Company is required to refund all or any portion of the Fee paid by Client, Client agrees to pay Company an amount equal to the reasonable value of the Services actually rendered to Client during the period of time for which the refunded Fee was paid.
5. **Waivers.** Failure or omission by Company at any time to enforce or require strict or timely compliance with any provision of this Agreement shall not affect or impair that provision in any way or the rights of Company to avail itself of remedies it may have in respect to any breach of that provision. Any waiver or consent given by Company must be in writing and shall be effective only as to that instance and will not be construed as a bar to or waiver of any right on any other occasion.
6. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other party; provided, however, that Company may, without notice to Client, (i) assign this Agreement to any entity that acquires all or substantially all of its assets or its business that is the subject hereof, or (ii) assign this Agreement to any entity that is owned by Company.
7. **Independent Contractors.** Company shall have the option to retain any vendors, contractors, agents, or other independent contractors to complete any and all of the work described in the SOW, at Company's sole discretion ("Third Parties").
8. **Modification.** This Agreement may only be modified by the mutual written agreement of both parties hereto. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein.
9. **Notices.** Except as otherwise specified herein, any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered mail to Company or to Client at the last address filed by Client in writing with Company. Either party may change the relevant address by notifying the other party of such change in writing at any time.
10. **Successors.** The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
11. **Joint Liability.** In the event that there are two or more Clients, this Agreement will be jointly and severally



binding on each of them.

12. **Force Majeure.** Company shall not be liable to Client under any circumstances for any damages, delay in performance or failure to perform by Company if caused by any act or occurrence beyond its reasonable control such as embargoes, changes in government regulations or requirements (executive, legislative, judicial, military or otherwise), acts of war or terrorism, power failure, electrical surges or current fluctuations, lightning, earthquake, flood, the elements or other forces of nature, delays or failures of transportation, or acts or omissions of telecommunications common carriers. If Company's performance is delayed by force majeure, the time for performance of the Services will be extended by the length of the delay.

13. **Counterparts.** This Agreement may be executed by facsimile or PDF, and in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

14. **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural when the sense requires.

15. **Entire Agreement.** This Agreement, including the attached SOW(s) and Exhibit(s) made a part hereof, constitutes the entire agreement between the parties and supersedes all previous agreements on this matter. There are no other written or oral agreements, representations, or understandings with respect to the subject matter of this Agreement.

16. **Review.** The Agreement shall be given a fair and reasonable interpretation without consideration of weight being given to its having been drafted by any party or that party's counsel. Each party expressly waives any right to claim the contrary.

Client acknowledges that it has read and fully understands this entire Agreement and that, by signing below, agrees with and accepts all the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date written above and noted below.

By: [Signature]  
Erjola Hoxha

By: [Signature]  
Prism Group

By: [Signature]  
Arben Ahmetaj

Its: SENIOR PARTNER

Date: January 15, 2024

Date: JANUARY 25, 2024



EXHIBIT A  
STATEMENT OF WORK #1

A. **SERVICES.** Company hereby agrees to provide the following Services to Client:

- Advice and counsel on the Client's legal, political, and human rights and violations of those rights by government and political actors in Albania;
- Directly lobby the U.S. Government (federal executive branch departments and agencies and Congress) on matters pertaining to U.S-Albania bilateral relations, including foreign assistance programs, official corruption, economic and trade support, legal and justice assistance, and various regional partnerships;
- Develop relationships with other interested stakeholders to support the goals of this project.
- Conduct regular weekly meetings (and written updates) with Client to inform them of Company activities on their behalf and to plan future activities.

B. **TIMELINE.** Services will begin January 15, 2024 and continue for six months until July 15, 2024 with the possibility for extension if mutually agreed upon. Parties agree that Company will not commence work on this project until fees are paid in accordance with the schedule below and all legal public disclosures have been properly filed.

C. **FEE AND FEE SCHEDULE.** In consideration for the Services in this SOW, Client agrees to pay Company a total of U.S.\$150,000. The first payment in the amount of U.S.\$50,000 will be made upon execution of this agreement. Four further payments will be made upon invoice in the amounts of U.S.\$25,000 each on April 1, May 1, June 1, and July 1, 2024.

D. **LOBBYING REGISTRATION.** Company and Client acknowledge that the Company will make timely public disclosure filings under the legal requirements of the U.S. Foreign Agents Registration Act. Such filings require the Company to disclose, *inter alia*, the nature of the activities performed under this agreement and fee amounts and sources.

IN WITNESS WHEREOF, the parties have executed this SOW on the day and date noted below.

By: [Signature]  
Erjola Hoxha

By: [Signature]  
Prism Group

By: [Signature]  
Arben Ahmetaj

Its: SENIOR PARTNER

Date: January 15, 2024

Date: JANUARY 15, 2024