

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 <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 Mercury, 701 8th St NW, Suite 650, Washington, DC 20001		2. Registration No. 6170						
3. Name of Foreign Principal Embassy of the State of Qatar	4. Principal Address of Foreign Principal 2555 M street NW Washington, DC 20037							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<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>) _____
<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>) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Embassy								
b) Name and title of official with whom registrant deals Mohamed Jaham Al Kuwari, Ambassador								
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								
c) Principal aim								

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

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

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

N/A

b) Is this foreign principal:

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

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

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 December 30, 2014	Name and Title	Signature /s/ John Vincent Weber eSigned
---	----------------	--

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <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 Mercury	2. Registration No. 6170
3. Name of Foreign Principal Embassy of the State of Qatar	

Check Appropriate Box:

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

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

Mercury will provide strategic Consulting and management services. for additional details see Schedule 1 (Services) in the Consulting Services Agreement.

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.

Representation of the Government of Qatar to the US Senate and House of Representatives and non governmental entities such as think tanks and businesses. Furthering US-Qatar governmental relations on issues related to commerce and bi-lateral communication.

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
December 30, 2014		/s/ John Vincent Weber eSigned

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

Mercury.

CONSULTING SERVICES AGREEMENT

Embassy of the State of Qatar, Washington, D.C. ("Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of January 1, 2015 ("Effective Date") to retain Mercury Public Affairs LLC, a New York limited liability company having a business address at 250 Greenwich Street, 36th Floor, 7 World Trade Center, New York, NY 10007 ("Consultant"), as an independent contractor to perform the services described herein.

- The Services.** Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant should provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below). Key employees for Mercury assigned to the Services shall include Vin Weber, and Adam Erel, they shall be personally and substantially involved in the performance of the services described in this Agreement. Mercury's removal of any of these three employees from the Services shall represent a breach of contract.
- Payment Terms.** Client and Consultant agree that Consultant shall be entitled to receive the fees ("Fees") set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses shall only be reimbursed with the prior written approval of the Client. Payment in full shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees, compensation or retainers, Client will be billed on the 1st of every month except if Agreement begins mid month. In such cases, Client will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such invoices within thirty (30) days of when payment is due, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset. Consultant shall be responsible for all taxes, fees or assessments imposed by any government or jurisdiction in connection with the Services, and the Fees shall not be adjusted in respect of any such taxes, fees or assessments.
- Term.** This Agreement shall commence on the Effective Date and shall continue for the Initial Term of January 1, 2015 through June 30, 2015. At the sole option of Client, this Agreement may be renewed for up to three successive six-month terms, by written notice to Consultant at least thirty (30) days prior to the expiration of a term. Any renewal term shall be subject to the same terms and conditions set forth in this Agreement. Notwithstanding the foregoing, at the end of the Initial Term, this Agreement may be terminated without cause, effective thirty (30) days' after written notice by either party. In the event of a termination without cause, Consultant shall be entitled only to the fees

and expenses earned through the effective date of termination, and any prepaid fees shall be adjusted accordingly through a refund to the Client. For the avoidance of doubt, such adjustment shall be made pro rata according to the monthly rate that corresponds to the Fee schedule set forth in this Agreement.

4. **Client Contact.** Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. In particular, and notwithstanding the foregoing, Consultant agrees to consult with and serve under the direction of all persons designated by the Client Contact. Consultant shall keep the primary contact for reporting purposes and the persons designated by the Client Contact regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.
5. **Independent Contractor Status.** Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts or make any commitments or promises on behalf of Client.
6. **Confidential Information/Trade Secrets.** During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Any information delivered by an officer or employee of a Ministry or Diplomatic Mission of the State of Qatar shall be deemed Confidential Information. Consultant shall (i) hold the Confidential Information of the Client in trust and confidence and avoid the disclosure or release thereof to any other person or entity (including those employed by Consultant without need to know) by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.
7. **Non-Exclusive/Performance.** Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so, provided Consultant does not render services to a client with a conflict with Client, as determined in the reasonable judgment of Client. Notwithstanding anything contained in this Section 8 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

8. **Publicity.** Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval. Consultant shall not use Client's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Client's prior written approval.
9. **Assignment.** Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.
10. **Notices.** Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Mercury Public Affairs LLC
14502 North Dale Mabry Hwy, Suite 104
Tampa, FL 33618
Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: Finance@mercuryllc.com

If to Client:

Embassy of the State of Qatar
2555 M Street NW
Washington, DC 20037
Attention: Mohamed Jaham Al Kuwari
Ambassador
Telephone: 202-274-1600
Email: _____@qatarembassy.net

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

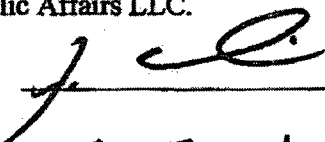
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the District of Columbia, without regard to its conflicts of laws rules.
12. **No Liability of Consultant.** Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services. Client shall bear no liability to Consultant for loss or damage in connection with information provided by Client given in good faith.

13. **Dispute Resolution.** Any dispute between the parties shall initially be subject to resolution through the management of each party meeting face-to-face. If management is unable to resolve the dispute through such meeting after 60 days, such dispute shall be subject to private, confidential mediation, with one appointed mediator agreed by the parties, and phone participation in mediation, under the International Dispute Resolution Procedures of the American Arbitration Association's international division. If not resolved through mediation, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. The number of arbitrators shall be one; the place of arbitration shall be Doha, Qatar; and the language of the arbitration shall be English.
14. **Reservation of Rights.** Nothing in this Agreement shall waive or otherwise alter the privileges and immunities to which the Client is entitled under the laws of the United States or any treaty to which the United States is a party.
15. **General.**
- (a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.
 - (b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
 - (c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.
 - (d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
 - (e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.
 - (f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC.

By: 

Name: J. Erel

Title: ~~Partner~~ Vice Chairman

Date: 12 / 22 / 2014



Embassy of the State of Qatar

By: 

F Name: Mohamed Jaham Al Kuwari

Title: Ambassador

Date: 12 / 22 / 2014

SCHEDULE 1

Services

Mercury Public Affairs, LLC will provide strategic consulting and management services specific to issues facing the Client in the areas of government relations and issues management as follows:

- ❖ Representation of the Government of Qatar to the United States Senate and House of Representatives and Non-Governmental entities (such as think tanks and businesses)

Consultant will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this contract.

SCHEDULE 2

Compensation

For consulting services identified in Schedule One, Client will compensate Mercury Public Affairs, LLC the following (US\$):

- ❖ \$155,000.00 per month to be billed on a quarterly basis as follows:
 - \$ 465,000.00 for the period January 1 – March 31, 2015
 - \$ 465,000.00 for the period April 1 – June 30, 2015
 - Option Periods: \$ 155,000.00 per month for the period July 1 thereafter 31
- ❖ Initial payment of the first quarter billing for \$465,000.00 to be paid in advance in order for the Consultant to begin work.
- ❖ Except in the event of an uncured material breach by Consultant, if Client purports to cancel the contract prior to June 30, 2015 without cause the full six (6) months of fees totaling \$930,000.00 are still guaranteed to be paid by the Client.

Any payment due on the first of the month may be made within the first seven (7) days of the month. Polling expenditures and any media/advertising expenditures including both production and placement will be billed in addition to the monthly retainer and will only be made with the approval of the Client.

Additional miscellaneous expenses, such as travel, will be billed in addition to the retainer and expenditures would only be made with the approval of the Client.

All payments shall be preceded by invoices delivered to Client by Consultant.

SCHEDULE 3

Client Contact Information

**Embassy of the State of Qatar
2555 M Street NW
Washington, DC 20037**

Attention: Mohamed Jaham Al Kuwari, Ambassador

Telephone: 202-274-1600

Email: AbmOff@qatarembassy.net