

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 Mercury Public Affairs, LLC 300 Tingey Street, Suite 202 Washington, DC 20003	2. Registration No. 6170
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3. Name of Foreign Principal

 Presidency of the Republic of Haiti (through Mercury International UK Ltd)

Check Appropriate Box:

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

 See attached agreement. Registrant is a subcontractor to Mercury International UK Ltd, with work done for the benefit of and funded and directed by the Presidency of the Republic of Haiti. Registrant will provide media relations services, including print, television, radio, and digital messaging and outreach to U.S. media.

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

See attached agreement. Registrant is a subcontractor to Mercury International UK Ltd, with work done for the benefit of and funded and directed by the Presidency of the Republic of Haiti. Registrant will provide media relations services, including print, television, radio, and digital messaging and outreach to U.S. media.

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.

See attached agreement. Registrant is a subcontractor to Mercury International UK Ltd, with work done for the benefit of and funded and directed by the Presidency of the Republic of Haiti. Registrant will provide media relations services, including print, television, radio, and digital messaging and outreach to U.S. media.

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
March 05, 2018	Michael McKeon, Partner	/s/ Michael McKeon
		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

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT is entered into on February 27, 2018 between **Mercury International UK Limited**, a company registered in England and Wales under number 09478657 having a business address at 21-22 Grosvenor Street, London W1K 4QJ ("MIUK") and **Mercury Public Affairs, LLC** ("Vendor") located at 509 Guisando de Avila, Suite 100, Tampa, Florida 33613-5235, United States of America.

MIUK and Vendor agree as follows:

1. Retention.

(a) Services. MIUK retains Vendor to provide the services and/or goods described in Schedule 1 hereto, subject to the terms and conditions set out in said schedule, said Schedule 1 being incorporated at this point as fully as if copied verbatim herein.

(b) Payment. The parties acknowledge that MIUK has entered into an agreement with Vendor in order for Vendor to assist with services related to a prime agreement between MIUK and a certain Client. In consideration for services and/or goods rendered, MIUK shall pay Vendor the amount as listed in Schedule 1 for fees and/or out-of-pocket expenses and/or goods purchased, whichever may be applicable, upon receipt of payment from MIUK's Client for MIUK's invoices, which include Vendor's invoiced charges. No payment will be made to the Vendor until MIUK is in receipt of payment from MIUK's client for the services covered.

(c) Billing. Vendor shall bill MIUK monthly for any applicable services and/or out-of-pocket expenses and/or goods purchased in accordance with Schedule 1. The vendor address and contact person shall be listed in Schedule 2.

(d) Disputes. MIUK shall advise Vendor of any dispute regarding an invoice within a reasonable amount of time after receipt.

(e) Ownership of Materials. All materials, documents, reports, works of authorship, copyrightable works, inventions, improvements, designs, discoveries, and intellectual property rights (including copyrights and trade secrets) and all work product of every sort created, developed, invented, discovered, contributed to or arising from or related to the services rendered under this agreement by Vendor (including without limitation Vendor, Vendor's employees, other vendors, contractors and subcontractors) are the sole and exclusive property of MIUK.

2. Termination. Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days' prior written notice to the other party. During the 30-day notice period, Vendor and MIUK shall continue to be bound by the terms of this Agreement, Vendor shall continue to provide MIUK with the services and/or goods specified in this Agreement, and Vendor shall be paid in full for all services it performs during such 30-day period.

3. Confidentiality. While performing services under this agreement, Vendor may be provided with, be exposed to or become aware of MIUK's confidential and proprietary information ("Confidential Information"). All information and data received by Vendor from MIUK, or on MIUK's behalf, in any form or format, is conclusively deemed to be Confidential Information unless expressly excluded from Confidential Information by the terms of this agreement. Vendor agrees that the Confidential Information will be kept strictly confidential by Vendor and its

representatives in a commercially reasonable manner and in a manner at least consistent with the best standards and practices generally observed in the media relations industry. All such Confidential Information is to be used exclusively for the purpose of performing work and delivering services under this agreement, and not for any other purpose. Vendor shall not disclose such information without MIUK's prior written consent. Vendor may, however, disclose such information to its employees, counsel, and other professional advisors if it believes that disclosure is required in connection with Vendor's provision of services hereunder, but only after informing said entities or individuals of the confidential nature of the Confidential Information, the limitations on the use of the Confidential Information, and after having said entities or individuals sign and execute an "Acknowledgement of Confidentiality" that is acceptable to MIUK. Vendor may also disclose confidential information to the extent required by applicable law or judicial or administrative order with prior reasonable notification thereof to MIUK. Vendor shall not disclose the fact that it is working with MIUK, to any third party, without the written consent of MIUK.

4. Indemnification & Insurance

(a) Indemnification by Vendor. To the fullest extent permitted by law, Vendor shall indemnify, defend (with counsel reasonably satisfactory to MIUK), and hold harmless MIUK and its officers, directors, employees, assigns and agents against any and all claims, liabilities, damages or costs, expenses including but not limited to attorneys' fees and costs, and against any demands, settlements, or judgments whatsoever (collectively, the "Claims") whether they arise before, during or after the performance of services by Vendor under this Agreement which arise directly or indirectly from or in connection with, which are caused, occasioned or contributed to, in whole or in part, or claimed to be caused, occasioned, or contributed to, in whole or in part, through any act, omission, fault or negligence whether active or passive of Vendor or anyone acting under its direction, control, or on its behalf or for which it is legally responsible and even if the loss was partially caused by the negligence of MIUK unless the claim was occasioned by the sole and exclusive negligence of MIUK.

(b) Notice. Upon MIUK's obtaining notice of any actual or possible Claims for which it may be entitled to indemnification, it shall give prompt written notice of the Claim to the Vendor. Failure to give such notice by the informed party shall not constitute a waiver of such party's right to be indemnified as provided herein.

(c) Insurance. The Vendor shall maintain, at its sole expense during the Term of the Agreement, worker's compensation insurance as required by law, as well as general liability coverage, both of which shall be acceptable to MIUK, sufficient to meet Vendor's obligations under this Agreement. It is agreed that the limits of such insurance shall not be deemed to be the limits of Vendor's potential liability under this Agreement.

5. Waiver. The failure of either party to require the strict performance of any provisions of this Agreement in any one or more instances, or to exercise its rights hereunder or at law or equity, shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

6. Inspection. MIUK may inspect, at the appropriate Vendor office, all correspondence, Agreements, books, accounts, and other materials prepared or held by Vendor that are directly related to its performance of this Agreement. Inspections may be made during Vendor's normal business hours on 3 business days' prior written notice to Vendor.

7. Relationship of the Parties. Vendor's performance of services under this Agreement shall be undertaken in the capacity of an independent contractor. This Agreement shall not be deemed to create a joint venture, partnership or principal-agent, employer-employee or similar relationship

between MIUK and Vendor. Vendor shall be solely responsible for obtaining and paying for all insurance coverage (health and worker's compensation) and local, state or federal employment related taxes required by law.

Vendor is not, and will not claim to be, an employee, joint employee, or agent of MIUK. No employment agreement between Vendor and MIUK is created by this Agreement or by Vendor's provision of services to MIUK. Vendor shall comply with all applicable local, state or federal laws and regulations.

8. Third-Party Agreements and Assignment. Work assigned to Vendor by MIUK will be completed by Vendor. Vendor has no authority to assign its obligations or enter into third-party Agreements on behalf of MIUK without MIUK's prior written approval.

9. Survival. Sections 1, 3, 4, 5, 6, 7, 9, 10 and 11 shall survive the termination of this Agreement.

10. Miscellaneous.

(a) Notices. All notices required under this Agreement shall be given in writing by email, personal delivery, fax (with confirmation receipt), or certified mail (return receipt requested), addressed as follows:

Mercury International UK Limited
21-22 Grosvenor Street
London W1K 4QJ
England

If to Vendor : Mercury Public Affairs, LLC
509 Guisando de Avila, Suite 100
Tampa, FL 33613-5235
United States of America
Email : DASaccounting@mercuryllc.com

Notices by email, personal delivery or fax shall be effective when received and notice by certified mail shall be effective when deposited in the United States mails postage prepaid.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Amendment. This Agreement may be amended only in writing executed by each of the parties hereto.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Vendor and MIUK.

(e) Governing Laws. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Subject to paragraph 11 below (Dispute Resolution), each party to this Agreement irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

11. Dispute Resolution. In the event of any dispute between the parties to this Agreement concerning the terms of this Agreement or matters related thereto, the parties shall first attempt as

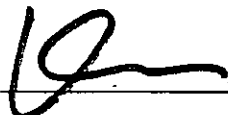
a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one party to the other party. Each party shall deal in good faith through representatives authorized and empowered to resolve the dispute.

In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this paragraph 11, and under the following terms and conditions:

- (a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the London Court of International Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference at this point as fully as if copied verbatim herein.
- (b) The tribunal shall consist of three arbitrators in accordance with said Rules.
- (c) The appointing authority for the purposes of the Rules shall be the London Court of International Arbitration.
- (d) The seat of place of the arbitration shall be London.
- (e) The language of the arbitration shall be English. Each party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document.
- (f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English.
- (g) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrator's award special, consequential, or punitive damages.
- (h) Each party shall initially bear its own expense, including all costs and attorney's fees, in connection with presenting its case for arbitration, and the parties shall share equally in the costs and expenses of the arbitration process itself, including but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix costs of the arbitration and shall decide which party or parties shall bear and pay the costs and attorney's fees and in what proportions.

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

Mercury International UK Limited

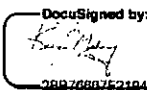
By: 

Name: Kirill Goncharenko

Title: President

Date: 3 / 5 / 2018

Mercury Public Affairs LLC

By: 

Name: Kieran Mahoney

Title: CEO

Date: 2/27/2018

Schedule 1

Pursuant to the Subcontractor Agreement by and between **Mercury Public Affairs LLC** ("Vendor") and **Mercury International UK Limited** ("MIUK"), Consultant and vendor agree to the following Terms of Services:

1. Services. Vendor shall provide the following media relations services ("Services"):

- ❖ Manage the Client's print, television, radio, and digital media presence by crafting their narrative and amplifying their message
- ❖ Activities can include, but are not limited to: placing stories, booking media appearances, preparing talking points/media advisories

It is expressly agreed and understood that the Services under this contract shall not include any lobbying activities (national or local) whatsoever. Therefore, as of the date of this Agreement, there is no requirement for the Vendor to join, and the Vendor has not joined, the Register of Consultant Lobbyists (the "Register") as is required under the Transparency of Lobbying, Non Party Campaigning and Trade Union Administration Act 2014 (the "Act"). If, however, the Services are varied such that the Vendor considers that it will or is likely to carry out lobbying activities for the purposes of the Act, prior to carrying out such services the Vendor acknowledges that it will be required to join the Register. Additionally, under the Act, the Vendor will be required to make quarterly submissions naming all clients for which it has carried out lobbying activity in the immediately preceding quarter. Accordingly, in such circumstances, the Vendor acknowledges the Vendor's obligation to join the Register prior to carrying out any lobbying activities and consents to any such disclosures required under the Act. However, it is expressly understood that under the terms of this Agreement the Vendor will not carry out or perform any activities relating to or in connection with any lobbying activities whatsoever unless expressly requested in writing by MIUK. In the event that the Vendor carries out any lobbying activities without the express written request of MIUK, or in any way in violation of the law, this Agreement will automatically terminate.

The Vendor will comply with the provisions of all applicable national and local laws, regulations, and requirements pertaining to the performance of Services under this Agreement.

In connection with the performance of this Agreement, each party covenants and agrees that neither it nor its affiliates, officers, directors, employees, owners, agents, or representatives (collectively "Affiliates") will take any action that will cause such party, any of its Affiliates, or any other party to violate any applicable law (including without limitation the laws of England, Wales, the United Kingdom, the United States, or any other country or nation) or to incur any penalty for any violation of any applicable law in said countries, including, without limitation, the UK Bribery Act, the U.S. Foreign Corrupt Practices Act (FCPA), the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (OECD), the United Nations Convention Against Corruption, U.S. export controls, U.S. trade or economic sanctions, or any other laws in any country.

No party or any of its affiliates is (or will be at any time during the term of this Agreement): (i) an officer, agent or employee of any government or any agency instrumentality or department thereof (collectively "Government"), (ii) a person acting in an official capacity or any other manner on behalf of said Government, (iii) an official of any political party, holder

of any political office, or candidate for any political office, (iv) an entity directly or indirectly owned or controlled by any such Government, or an officer, agent, or employee of such entity, (v) an officer, agent or employee of a public international organization (each of the foregoing (i)-(v), inclusive, being an "Official"). The term "public international organization" means an organization that is designated by U.S. Executive Order pursuant to Section 1 of the U.S. International Organization Immunities Act (22 U.S.C. 288), or any other international organization that is designated by the U.S. President by Executive Order, effective as of the date of publication of such order in the U.S. Federal Register.

In connection with the performance of this Agreement, no party shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money or offer, promise to give, or authorize the giving of anything of value to any Official while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such Official for the purpose of: (i) influencing any action or decision of such Official including, without limitation, a decision to fail to perform his or its official functions, or (ii) inducing such Official to use his or her influence with any Government to affect or influence any act or decision of such Government to affect or influence any act or decision of such Government for the purpose of securing an improper advantage in obtaining or retaining business for or with, or directing business to, any person, including obtaining preferential regulatory approvals.

Each party agrees that it will not re-export or otherwise sell or transfer any products or information, including electronic information, software codes, designs, or drawings, in violation of any laws in any jurisdiction or country in the United Kingdom, or in the United States, including, without limitation, U.S. export control laws.

In performing its obligations under this Agreement, each party agrees that it will comply, without exception, with all applicable foreign, federal, state and local laws and regulations, including, without limitation, those set forth in this Agreement.

2. Compensation. Fees for the Services are as follows:

❖ \$4,690.00 per month

This rate may be modified from time to time as mutually agreed upon in writing, in order to reflect Vendor's additional Services during that billing period.

3. Term. The Term of this Agreement shall begin on February 15, 2018 and will continue in effect until December 31, 2018. The Term of this Agreement may continue on a month to month basis thereafter if mutually agreed upon in writing.

Schedule 2 – Vendor information

Please complete the information below:

Legal Entity Name: Mercury Public Affairs LLC

Company Name: same

Tax Number Federal tax ID 20-0298415

Contact Name: Mary Ulbrich

Mailing address: 509 Guisando de Avila, Suite 100

Tampa, FL 33613-5235 USA

Remit address: 437 Madison Avenue, 3rd floor

New York, NY 10022-7043 USA

Telephone: 813-908-1380

Website: mercuryllc.com

Email address: DASAccounting@mercuryllc.com