

U.S. Department of Justice

Washington, DC 20530

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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

The Livingston Group, LLC

2. Registration No.

#6344

3. Name of Foreign Principal

Government of the Democratic Republic of Congo, through Southfive Strategies, LLC (FARA registration # 6426)

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.

The Livingston Group, LLC has been retained by Southfive Strategies, LLC (FARA registration #6426) in connection with Southfive's contract to provide services to Mer Security and Communications Systems Ltd. (FARA registration #6423) on behalf of the Government of the Democratic Republic of Congo.

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

The registrant has been retained by Southfive Strategies, LLC (FARA registration #6426) to assist Southfive in connection with its services to Mer Security and Communication Systems Ltd. (FARA registration #6423) on behalf of the Government of the Democratic Republic of Congo.

Through the auspices of Southfive Strategies, the registrant will research and analyze issues of concern to Congress; counsel the foreign principal (Government of the Democratic Republic of Congo) on U.S. policies of concern and activities in Congress; and maintain contact, as necessary, with Members of Congress and their staff.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

All of the activities listed in Item 8 will be undertaken in order to communicate information to the foreign principal (Government of the Democratic Republic of Congo), as well as to communicate information about the foreign principal and its issues of concern to interested persons in the U.S. Congress. At the request of the foreign principal, meetings with Members of Congress and their staff may be arranged.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 10, 2017	J. Allen Martin, Managing Partner	/s/ J. Allen Martin
		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.

AGREEMENT

This agreement for consulting services (the "Agreement") is made and entered into on this 25th day of April 2017, serves to confirm that Southfive Strategies, LLC, a corporation formed under the laws of the District of Columbia, with an office in Washington, DC (the "Company"), has engaged The Livingston Group, LLC, a corporation formed under the laws of the Commonwealth of Virginia ("the Contractor"), to provide consulting services to the Company in connection with the Company's representation of Mer Security and Communication Systems Ltd. (the "Client"), relating to the strengthening and deepening of relations between the United States and the Democratic Republic of Congo (the "Government").

The Company and the Contractor hereby agree to the following terms:

1. Term. This Agreement shall last three (3) months, commencing on 25 April 2017, and terminating on 25 July 2017. It may be renewed for additional and successive periods upon the explicit written agreement of both parties. This Agreement may, during its term, be terminated with or without cause at any time by either party after thirty (30) days written notice to the other party.
2. Services. The Contractor shall provide consulting services, as required, for the Company and the Client to assist the Government in initiating a process in the United States that is intended to result in a better understanding of the complicated situation in the Congo, promote both the welfare and safety of the Congolese people, and strengthen US interests in the region. The Company, the Contractor and the Client shall jointly determine the full nature and extent of those services. The Contractor shall not pursue any strategy or agenda without the express consent of the Company and Client.
3. Fees. The Contractor shall receive as compensation for its services a retainer fee of \$45,000, for the services described herein. This retainer fee shall be payable in the following installments:
 - An installment of \$22,500.00 due and payable no later than 8 May 2017.
 - An installment of \$22,500.00 due and payable no later than 28 July 2017.

Both normal and non-routine expenses (*e.g.*, think tank event costs, record access and retrieval fees, non-local travel and mileage, website construction) would be billed separately; however, prior express approval of any expenses in excess of \$250 would be required. Any such expenses by the Contractor would be remitted by the Company to the Client for payment.

4. Refund for Early Termination. In the event that this Agreement is terminated prior to the end of its term, any retainer fees paid to the Contractor by the Company that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date thirty (30) days after notice of termination has been provided as described herein, shall be refunded by the Contractor to the Company.

5. Report. The Contractor will provide the Company with weekly status reports concerning the services provided in the previous week and to be provided in the following week, as described

herein provided during the previous week within two business days of the end of the previous week.

6. Privileged Information. Subject to the requirements of US law (including Title 22, Chapter 11, of the United States Code pertaining to the Foreign Agents Registration Act of 1938, as amended), the Contractor, understanding the sensitive nature of the services to be provided under this Agreement, will make every effort to protect and keep secret all privileged communications and other confidential information developed by the Contractor or provided to the Contractor by the Company or the Client during the course of the Contractor's provision of services described herein. The Contractor shall neither make nor keep more copies than necessary of materials relating to its services for the Company and the Client. The Contractor also agrees to keep files relating to its services for the Company and the Client in a secure manner.

7. Subcontractors. The Contractor may employ at its discretion subcontractors to assist in providing the services described herein. The Contractor shall engage such subcontractors, subject to the approval of the Company and Client, which approval shall not be unreasonably withheld. Copies of all subcontractor agreements shall be provided to the Company and Client. The Contractor shall be responsible for all payments due to such subcontractors for their services.

8. Legal Compliance. The Contractor and any subcontractor of the Contractor shall separately and individually comply with all applicable US laws and regulations. In particular, it shall comply with Title 22, Chapter 11, of the United States Code pertaining to the Foreign Agents Registration Act of 1938, as amended.

9. Conflicts. The Company understands that the Contractor provides services to other entities that are engaged in international business, trade, and similar activities. Notwithstanding anything to the contrary within this Agreement, the Contractor, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Company. However, the Contractor shall notify the Company of any potential conflicts of interest between its representation of the Company and any other party and any possible remedial measures that can be taken to remove the conflict(s). Once notified, the Company shall in its sole discretion, determine whether a material conflict exists and whether remedial measures proposed are sufficient.

10. Representations and Warranties.

a. The Company hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Company and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Company, will constitute a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms.

b. The Contractor hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Contractor and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Contractor, will constitute a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.

c. The Contractor hereby represents and warrants that it is an independent contractor and not an employee of the Company. As such, it has no authority to bind the Company in any manner whatsoever, absent the express written consent of the Company.

11. Governing Law. The parties agree that this Agreement shall be governed by the laws of the District of Columbia, without reference to the principles of conflicts of laws thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the District of Columbia (or if there is federal jurisdiction, the United States District Court for the District of Columbia) and the parties consent to the personal jurisdiction and exclusive jurisdiction and venue of these courts.

12. Indemnity. The Contractor shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Company harmless from and indemnify it for any claims that arise from such acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE LIVINGSTON GROUP, LLC.:



By: Allen Martin
Managing Partner

FOR SOUTHFIVE STRATEGIES, LLC:



By: Jason Epstein
President

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