

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 The Livingston Group, LLC	2. Registration No. #6344
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3. Name of Foreign Principal

Government of the Democratic Republic of Congo, through Mer Security and Communication Systems Ltd. (FARA registration #6423)

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 Mer Security and Communication 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.

Research and analyze issues of concern to the foreign principal (Government of the Democratic Republic of Congo); counsel the foreign principal on U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with Members of Congress and their staff, Executive branch officials, and non-government organizations.

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 both the public and private sectors. At the request of the foreign principal, meetings with Members of Congress and their staff, as well as with Executive branch officials, and non-government organizations 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
July 26, 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.

 <p>THE LIVINGSTON GROUP</p>	<p>The Livingston Group, LLC 499 S. Capitol Street, SW Suite 600 Washington, DC 20003 (202) 289-9881 www.livingstongroupdc.com</p>
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July 15, 2017

Mr. Omer Laviv
Chief Executive Officer
MER Group
5 Hatzoref Street
Holon, Israel

Dear Mr. Laviv:

Pursuant to the discussions we have had to date, we are submitting for your approval terms of a working agreement between MER Group ("MER") and The Livingston Group, LLC ("TLG"). The terms of the agreement are as follows:

- This agreement will extend over a three (3) month period beginning July 15, 2017 and terminating October 14, 2017. It may be renewed for an additional period thereafter, upon mutual agreement of both parties in advance of the termination date. TLG, at its sole discretion, may terminate this agreement by providing thirty (30) days written notice to MER. Should TLG elect to terminate, the liability of MER for such termination is limited to payment for expenses incurred and services performed as of the effective date of termination.
- TLG agrees to provide MER with government affairs representation and lobbying service before the federal government as well as any other matters mutually agreed upon, on behalf of the Government of the Democratic Republic of Congo ("DRC").
- MER agrees to pay TLG \$60,000 USD per month plus normal out of pocket expenses (e.g. couriers, deliveries, and printing over \$100 USD per month) for the contract period. Any additional large expenses (e.g. for domestic and international travel outside of Washington, DC) shall be pre-approved and billed separately. The retainer fee in the amount of \$60,000 USD per month is required at the time of the signature of this agreement. Thereafter, TLG shall submit a monthly invoice for itemized expenses to you or your designated representative. Such invoices are payable within thirty (30) days. Balances over 60 days are subject to finance charge of 1 percent per month. MER shall make no retainer or other payments to TLG from federally appropriated funds or other funds from restricted or prohibited sources.

- Nothing herein shall be construed as preventing TLG from complying with applicable disclosure statutes, including the Lobby Disclosure Act and the Foreign Agents Registration Act.
- TLG agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. TLG is an independent contractor, and, as such, has no authority to bind MER in any manner whatsoever, absent the express written consent of MER. TLG shall be solely responsible for the acts of its employees and/or agents and shall defend and hold MER harmless from any claims which arise from said acts. TLG shall be responsible for notifying MER of any potential conflicts between its representation of MER and any other party.
- As is true with all government relations services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning this transaction, and disclaim any implied warranties concerning it.
- MER is not authorized to bind TLG in any matter whatsoever, absent the express written consent of TLG. MER shall be solely responsible for the acts of its employees and/or agents and shall defend and hold TLG harmless from any claims which arise from said acts.

I trust this accurately reflects the discussion we had. If you agree, please sign below and return one original to me.

Sincerely,



Robert L. Livingston
Founding Partner

Agreed to and accepted by:
