

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 Sonoran Policy Group PO Box 25378 Washington, DC 20027	2. Registration No. 6399
3. Name of Foreign Principal Mer Security and Communications, Ltd.	4. Principal Address of Foreign Principal 5 Hatzoref Street Holon, Israel
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official with whom registrant deals	
7. If the foreign principal is a foreign political party, state: a) Principal address 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.

Mer Systems is a leading system integrator providing turnkey safety, security and communications projects to governmental authorities, municipalities, military forces and private organizations throughout the world.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

US-Government engagement services provided to the client are done so at the request of and for the benefit of the Government of the Democratic Republic of Congo.

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.

The The MER Group, a private Israel corporation located at Mer 5 Hatzoref St, Holon, Israel

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	Name and Title	Signature
February 14, 2018	Christian Bourge, Chief Executive Officer	/s/ Christian Bourge 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 Sonoran Policy Group, LLC	2. Registration No. 6399
3. Name of Foreign Principal Mer Security and Communications, 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 Contract

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

Government affairs representation and lobbying services before the federal government on issues pertaining to counter-extemeism, foreign direct investment, security cooperation, environmental and public health issues, political governance, and matters mutually agreed upon on behalf of the Government of the Democratic Republic of Congo.

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.

Government affairs representation and lobbying services before the federal government on issues pertaining to counter-extemeism, foreign direct investment, security cooperation, environmental and public health issues, political governance, and matters mutually agreed upon on behalf of the Government of the Democratic Republic of Congo..

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
February 14, 2018	Christian Bourge, Chief Executive Officer	/s/ Christian Bourge 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.



February 7, 2018

Mr. Omer Laviv
Chief Executive Officer
Mer Security and Communications Systems, Ltd.
5 Hatzoref Street
Holon, Israel

Dear Mr. Laviv:

Pursuant to the discussions we have had to date, we are submitting for your approval terms for initiating the working agreement between Mer Security and Communications Systems, Ltd. ("MER") and Sonoran Policy Group, LLC ("SPG"). The terms of the agreement are as follows:

- This agreement will extend over a three (3) month period beginning February 15, 2018 and terminating May 15, 2018. It may be renewed for an additional period thereafter, upon mutual agreement of both parties in advance of the termination date. This agreement, during its term, may be terminated with or without cause at any time by either party, after thirty (30) days written notice to the other party. In the event of a renewal of this agreement the parties shall agree in advance as to payment terms.
- SPG agrees to provide MER with government affairs representation and lobbying service before the Federal government on issues pertaining to counter-extremism, Foreign Direct Investment, security cooperation, environmental and public health issues, political governance, 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 SPG \$150,000.00 USD (representing \$50,000 USD per month) payable up-front on February 15, 2018, via wire transfer, plus normal out of pocket expenses (e.g. couriers, deliveries, and printing not to exceed [5,000] USD per month without the prior written consent of MER). Any additional large expenses (e.g. for domestic and international travel outside of Washington, DC shall be pre-approved and billed separately. In the event this agreement is terminated prior to the end of its term, any retainer fees paid to SPG by MER 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 SPG to MER. MER shall make no retainer or other payments to SPG from federally appropriated funds or other funds from restricted or prohibited sources.
- SPG shall comply with applicable disclosure statutes, including the Lobby Disclosure Act and the Foreign Agents Registration Act.
- SPG agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. SPG is an independent contractor, and, as such, has no authority to bind MER in any manner whatsoever, absent the express written consent of MER.
- SPG 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. SPG 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.


A handwritten signature, possibly 'S-O', is written in the bottom right corner of the page.

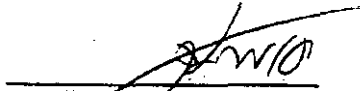
- MER is not authorized to bind SPG in any matter whatsoever, absent the express written consent of SPG. MER shall be solely responsible for the acts of its employees and/or agents and shall defend and hold SPG harmless from any claims which arise from said acts.
- The parties agree that this agreement shall be governed by the laws of the District of Columbia without reference to the principles of the 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 a 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.

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

Sincerely,

Agreed to and accepted by:


Robert D. Stryk
Executive Chairman & Founder
Sonoran Policy Group, LLC


Omer Laviv
Chief Executive Officer
Mer Security and Communications Systems, Ltd.