

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

"Democratic Republic of Congo Through Mer Security & Communications Systems, 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 Attachment for description of additional duties and updated financial terms.

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

See Attachment for description of additional duties and updated financial terms.

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 Attachment for description of additional duties and updated financial terms.

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
June 26, 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.



June 16, 2018

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

RE: Supplemental Agreement

Dear Mr. Laviv:

This letter is aimed to supplement the working agreement between Mer Security and Communications Systems, Ltd. ("MER") and Sonoran Policy Group, LLC ("SPG").

It approves a three month "Branding Project" and "Cobalt Reception," pursuant to the discussions we have had to date, in which specific plans and details were presented and approved.

The Branding Project to which this letter of agreement refers to, will be managed and conducted by SPG in addition and unconditionally to its obligations incorporated in the current service agreement, valid from May 15th until August 15th, based on a monthly fee of \$50,000.00 USD, which includes the following deliverables:

- Providing government affairs representation and lobbying service before the federal government of the US as well as any other matters mutually agreed upon, on behalf of the Government of the Democratic Republic of Congo ("DRC").
- Advising and consulting strategically to MER and to the DRC representatives about measures and doctrines that advance and strengthen the relationships between the US Government and the DRC Government
- Initiating and advancing a strategic dialogue between the White House through the NSC with the Government of the DRC
- Organizing well prepared educational meetings for the DRC Special Envoy with USG officials, relevant Congressmen and prominent staffers, to advance narrative and messages and to support all efforts against any kind of sanctions initiative, whether through legislative process or executive decree
- Expanding the direct dialogue with the NSC and with the staffers of the leadership of the US, that prepare the ground for a summit meeting in the high level

Timeline – The campaign will start on the June 15, 2018 and will conclude on September 15, 2018.

Fee and expenses – The agreed upon sum of \$1,000,000 USD is due to SPG via wire transfer of immediately available funds payable in the following installments:

- Thursday, June 14, 2018: MER shall pay SPG \$300,000 USD via wire transfer of immediately available funds;
- Thursday, July 5, 2018: MER shall pay SPG \$500,000 USD via wire transfer of immediately available funds; and
- Monday, July 16, 2018: MER shall pay SPG \$200,000 USD via wire transfer of immediately available funds.

Copyright Infringement and future rights – SPG will indemnify MER for any payment claim made by 3rd party for copyright infringement. SPG agrees that the DRC Government has the full ownership for any material that is produced for the campaign and has full rights for any future usage of the campaign and its part, with no condition to the existence of any engagement between SPG and the DRC and /or MER in any given time

The Branding Project

The branding Project is aimed to tell the story of the DRC through a comprehensive public relations effort that engages with the general public, the U.S. business community, the Administration, and Congress

The "Cobalt Reception"

SPG will plan and implement a reception during the summer of 2018 on behalf of DRC. All costs of the event, including 3rd party expenses, are covered by this proposal.