

June 30, 2017

The Democratic Republic of the Congo

H. E. Mr. Raymond Tshibanda,
The President's Special Envoy for the U.S.A.
Office of the Head of State

Amendment to the Letter of Engagement of Mer Security and Communications Systems Ltd

Dear H. E. Mr. President:

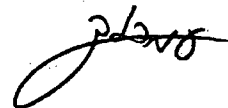
Mer Security and Communications Systems Ltd (hereinafter: "Mer") are honored that you have given us the opportunity and trust to enhance our consulting services (in scope and time), and continue providing consulting services to the Government of The Democratic Republic of the Congo.

1. **Acknowledgements:** This is to acknowledge that Mer, its directors, employees and sub-contractors are exclusively engaged by the Government of the Democratic Republic of Congo ("DRC") in this mission, and are representing the DRC in all aspects related to DRC relations with the US Administration, the US Congress and the US Chamber of Commerce.

2. **Scope of Services.** Mer is to represent the Democratic Republic of the Congo (hereinafter: "DRC") in Washington with the distinct purpose of: (a) advising the DRC on US Policy and political concerns regarding African issues; (b) advising the DRC on policy and strategic planning related to bilateral diplomacy with the United States; and (c) Advising the DRC regarding the execution of free and fair elections in the DRC. (d) Advising the DRC on media campaigns in the USA regarding the proper and fair representation of DRC issues in the USA; The team at Mer will be responsible for generating interest and the participation in meetings of senior US Administration officials and key policy makers in various committees of the US Congress.

3. **Fee Arrangement.** In exchange for the aforementioned services the DRC agrees to pay Mer a total fee of \$2,900,000, paid in two installments of 50% (1,450,000 USD) each. The first payment shall be due on September 1st 2017 and the 2nd payment shall be due before the 15th day of December 2017.

4. **Engagement Term.** This Amendment to the agreement is extending the period of the Agreement up to 31 March 2018.



5. Confidentiality. Mer shall keep confidential any information it obtains from or through you in connection with the performance of this agreement. Mer may disclose Confidential Information pursuant to the order or requirement of a court, administrative regulatory or self-regulatory agency, or other governmental body having jurisdiction. In that event, it shall disclose only that part of the Confidential Information it is required to disclose and shall notify you of the requirement to disclose in a timely manner to enable you to seek to restrain such disclosure, provided that Mer may nonetheless make such disclosure as required by such court, agency or other governmental body.

Please acknowledge receipt of this letter and your acceptance of the terms herein by signing the enclosed copy of this letter.

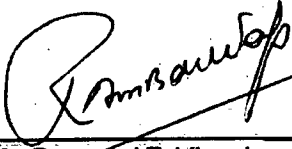
Very truly yours,



Omer Laviv
C.E.O.
Mer Security and Communications Systems Ltd

AGREED AND ACCEPTED

By:



H. E. Mr. Raymond Tshibanda
The President's Special Envoy for the USA
Office of the Head of State