

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 Southfive Strategies, LLC 2100 M Street, NW Washington, DC 20037	2. Registration No. 6426
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3. Name of Foreign Principal Government of the Democratic Republic of Congo through Mer Security and Communication Systems Ltd.	4. Principal Address of Foreign Principal Kinshasa, DRC
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Ministry of Foreign Affairs and International Cooperation
- b) Name and title of official with whom registrant deals
H.E. Raymond Tshibanda, former Minister of Foreign Affairs, currently Special Envoy to the United States

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.

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.)*

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.

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
May 04, 2017	Jason Epstein, President	/s/ Jason Epstein

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

Southfive Strategies, LLC

2. Registration No.

6426

3. Name of Foreign Principal

Government of the Democratic Republic of Congo through Mer Security and Communication 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.

Southfive Strategies, LLC, will provide strategic services to Mer Security and Communication Systems Ltd. on behalf of the Government of the Democratic Republic of Congo. The initial period of performance is three months.

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

Southfive Strategies, LLC, will provide strategic services to Mer Security and Communication Systems Ltd. in its efforts to assist of the Government of the Democratic Republic of Congo 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.

Southfive Strategies, LLC, will engage with officials, officers and employees of the Executive and Legislative branches of the United States government in furtherance of the objectives of Mer Security and Communication Systems Ltd. on behalf of the Government of the Democratic Republic of Congo, and may also include communications with media, think tanks and non-governmental 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.

Southfive Strategies, LLC, will provide strategic services to Mer Security and Communication Systems Ltd. in its efforts to assist of the Government of the Democratic Republic of Congo 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.

Southfive Strategies, LLC, will engage with officials, officers and employees of the Executive and Legislative branches of the United States government in furtherance of the objectives of Mer Security and Communication Systems Ltd. on behalf of the Government of the Democratic Republic of Congo, and may also include communications with media, think tanks and non-governmental organizations.

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 04, 2017	Jason Epstein, President	/s/ Jason Epstein 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 strategic services as may be agreed upon by the parties hereto (the "Agreement") is made and entered into this 25th day of April 2017, by and between Mer Security and Communication Systems Ltd., a corporation formed under the laws of Israel (the "Client") on behalf of the Democratic Republic of Congo (the "Government"), and Southfive Strategies, LLC, a limited liability company formed under the laws of the District of Columbia, with an office in Washington, DC (the "Company").

The Client and the Company 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 Company shall provide strategic services for 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 and the Client (in consultation with the Government) shall jointly determine the full nature and extent of those services. The Company shall not pursue any strategy or agenda without the express consent of the Client.

3. Fees. The Client agrees to pay the Company a retainer fee of \$138,000 for the services described herein and as may be further agreed upon by the parties. This retainer fee shall be payable in the following installments:

- An installment of \$69,000.00 due and payable no later than 1 May 2017.
- An installment of \$69,000.00 due and payable no later than 21 July 2017.

All retainer fee installments shall be paid by wire transfer of immediately available funds to an account in the United States designated by the Company in writing. The Client will be responsible for any wire transfer fees.

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 and paid within ten (10) days of being received; however, prior express approval of any expenses in excess of \$250 would be required.

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 Company by the Client 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 Company to the Client.

5. Report. The Company will provide the Client with weekly status reports concerning the services as described herein provided during the previous week within three 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 Company, 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 Company or provided to the Company by the Client during the course of the Company's provision of services described herein. The Company shall neither make nor keep more copies than necessary of materials relating to its services for the Client. The Company also agrees to keep files relating to its services in a secure manner.

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

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

10. Representations and Warranties.

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

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b. 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.

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

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 Company shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Client and the Government 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 MER SECURITY AND COMMUNICATION SYSTEMS LTD.:


By: Omer Lavie
Chief Executive Officer

FOR SOUTHFIVE STRATEGIES, LLC:


By: Jason Epstein
President

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