

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 Aselus Strategies, LLC. 1660 L Street, NW Suite 801 Washington, DC 20036		2. Registration No. 6431						
3. Name of Foreign Principal Government of Democratic Republic of the Congo (through Mer Security and Communication Systems)	4. Principal Address of Foreign Principal Kinshasa, DRC							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<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) _____
<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) _____							
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 Tshibannda 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 <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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 12, 2017	Adnan Jalil, Managing Director	/s/ Adnan Jalil 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 Aselus Strategies, LLC	2. Registration No. 6431
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3. Name of Foreign Principal

Government of Democratic Republic of the Congo (through Mer Security and Communication Systems"

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.
Engage and secure meetings with the Administration and Members of Congress.

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

To represent the DRC in Washington and assist the DRC to initiate a process that will lead to discussions with officials and opinion leaders in the U.S. with the goal to provide such individuals with a better understanding of the complicated situation in the Congo and to promote both the welfare and safety of the Congolese people and strengthen U.S. interests in the region.

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.

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 12, 2017	Adnan Jalil, Managing Director	/s/ Adnan Jalil 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.



Aselus Strategies

1660 L St. NW, Suite 801, Washington, DC 20036 202.779.9570 TEL www.aselusdc.com

Omer Laviv
Mer Security and Communication Systems Ltd
5 Hatzoref St., Holon, Israel 58856
+972-3-5572529
olaviv@mer-group.com

Democratic Republic of Congo
[Contact Info]

April 20, 2017

Re: Engagement of Aselus Strategies

Dear Mr. Laviv:

Aselus Strategies is pleased that you have given us the opportunity to provide consulting services to Mer Security and Communication Systems Ltd (hereinafter: "MER") regarding the Democratic Republic of Congo (the "DRC"). This letter describes our understanding of the services contemplated as well as the basis for our fees and other terms of our services.

I. **Scope of Services.** You have asked Aselus Strategies to represent the DRC in Washington and assist the DRC to initiate a process that will lead to discussions with officials and opinion leaders in the U.S. with the goal to provide such individuals with a better understanding of the complicated situation in the Congo and to promote both the welfare and safety of the Congolese people and strengthen U.S. interests in the region. Aselus Strategies and MER (in consultation with the DRC), shall jointly determine the full nature and extent of those services. The team at Aselus Strategies is responsible for generating interest in and the participation of officials and opinion leaders.

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Aselus Strategies

2. **Fee Arrangement.** In exchange for the aforementioned services you agree to pay Aselus Strategies a total fee of \$225,000, paid in five installments of \$45,000 per month. The first payment shall be due on or within 14 days from signing the Engagement Letter, and thereafter shall be due on the 30th day of each month for the duration of this agreement.

Please send a check payable to Aselus Strategies, LLC for the first installment to the following mailing address:

1400 Spring Street, Suite 500 Silver Spring, MD 20910

3. **Engagement Term.** This agreement shall commence on the 20th day of April 2017, and this agreement shall continue through the 20th day of September 2017.

4. **Termination.** Both parties shall have the right to terminate this agreement at any time, and for any reason, provided that the other party is given 15 days written notice of the termination. Aselus Strategies reserves the right to terminate this agreement for non-payment of fees after providing 15 days written notice of non-payment. If however, Aselus Strategies determines, within its discretion, that providing 15 days' notice will not be fruitful, it reserves the right to immediately terminate this agreement for non-payment. In the event of termination, Aselus Strategies shall be entitled to any fees paid or payable to the date of termination.

5. **Independent Contractor.** You agree that you have engaged Aselus Strategies in the capacity of an independent contractor, and nothing within in the agreement shall be construed as creating a relationship of employer and employee or principal and agent between you and Aselus Strategies. Aselus Strategies shall have sole control of the manner and means of performing the services rendered under this agreement. Aselus Strategies shall register in the manner required by the Foreign Agents Registration Act, make all legally required disclosures in connection with its engagement and act in conformance with all applicable laws.

6. **Confidentiality.** Aselus Strategies shall preserve in confidence any information it obtains from or through you in connection with the performance of this agreement (the "Confidential Information"). Aselus Strategies 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 Aselus Strategies may nonetheless make such disclosure as required by such court, agency or other governmental body. Aselus Strategies shall not provide such

confidential information to any third party without the consent of a representative of MER.

7. **Conflict of Interest.** Aselus Strategies has presented to you possible present and future conflicts of interest that may arise during the course of this agreement. By signing this agreement you acknowledge that you have been fully informed of these potential conflict(s) of interest and agree to waive any claim that may arise from any potential conflict if they were to arise. If Aselus Strategies determines that a conflict of interest has arisen between you and another client, Aselus Strategies reserves the right, in its discretion, to immediately terminate this agreement with written notice.

8. **Arbitration.** The relationship established by this engagement is one of mutual trust and confidence. Whenever Aselus or MER has any questions or concerns regarding our services, please do not hesitate to contact our office. Should a dispute arise between Aselus and MER that cannot be resolved informally, all parties agree to select an arbitrator to arbitrate the dispute. If Aselus and MER are unable to agree on an arbitrator, two arbitrators shall be selected with one selected by MER and one by Aselus. The selected arbitrators shall select a third arbitrator who would serve as chairman. The arbitrator or arbitrators would establish the rules of arbitration, and shall act by majority vote if more than one. A decision of the arbitration would be final and binding.

9. **Choice of Law.** Our engagement is entered into under, and shall be governed by, the laws and rules of Maryland, excluding its choice of law provisions, even if our services involve actions and representation in other jurisdictions.

10. **Acknowledgements.** You acknowledge that Aselus Strategies has made no guarantee regarding the outcome on any given project or endeavor, and makes no guarantee that any particular result will be attained by Aselus Strategies.

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

Very truly yours,

ASELUS STRATEGIES



Adnan Jalil
Managing Director

AGREED AND ACCEPTED

MER SECURITY AND COMMUNICATION SYSTEMS LTD.

By:

[Individual]

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