

U.S. Department of Justice

Washington, DC 20530

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**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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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

SAPRAC, Inc
1101 30th Street NW, Suite 315, Washington DC 20007

2. Registration No.

6457

3. Name of Foreign Principal

Embassy of the Kingdom of Bahrain

4. Principal Address of Foreign Principal

3502 International Dr NW
Washington, DC 20008

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**

Embassy

b) Name and title of official with whom registrant deals

H.E. Ambassador Shaikh Abdullah bin Rashed bin Abdullah Al Kalifa

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 with the goal of establishing a body of persons in the form of a government to be recognized by the United States.

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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
August 30, 2017	Reem Daffa Vice President and Executive Director	/s/ Reem Daffa

eSigned

OMB No. 1124-0004; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 SAPRAC, Inc.	2. Registration No. 6457
3. Name of Foreign Principal Embassy of the Kingdom of Bahrain	

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.

SAPRAC will design and implement an information campaign consisting of video distributed by television advertising and internet advertising. The campaign will make use of digital analytics center to manage the use of each platform base on their effectiveness. The campaign is expected to run approximately 4 weeks.

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

SAPRAC will serve as the project manager, consult on messaging, distribution strategy, and manage subcontractors as required.

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.

The goal of the campaign is to highlight the economic and political ties of adversary countries in the Middle East, and how these ties conflict with policies of human rights and anti-terrorism valued by the United States. The goal is to inform US policy and decision makers of the extent of these relationships as well as their adverse impact on global security.

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
August 30, 2017	Reem Daffa VP and Executive Director	/s/ Reem Daffa 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.



SAPRAC

Saudi American Public Relation Affairs Committee

ENGAGEMENT AGREEMENT

This **ENGAGEMENT AGREEMENT** ("Agreement") is effective this August ~~24~~ 2017 (the "Effective Date"), by and between the Embassy of Bahrain, with offices at 3502 International Drive NW, Washington D.C. 20008 ("Client") and the Saudi American Public Relation Affairs Committee, Inc. ("SAPRAC") with offices at 1101 30th Street NW, Suite 315, Washington DC 20006 ("Provider"). The Client and the Provider are hereinafter referred to collectively as the "Parties" and separately as a "Party."

WHEREAS, the Client and the Provider are parties to that certain Letter of Intent ("LOI"), dated August __, 2017;

WHEREAS, Client and Provider wish to memorialize the terms and conditions set forth in the LOI and formalize their agreement to have the Provider perform the Services, as hereinafter defined; and

WHEREAS, the Provider is willing to perform the Services and the Client is willing to pay for the Services, as set forth herein.

NOW THEREFORE, the Parties hereby agree to the recitals set forth above and to the following:

1. Services

The Provider shall perform Services set forth in Exhibit A hereto, and such additional services, if any, as shall be agreed upon by the Parties in writing (the "Services"). The Client is aware that the Provider intends to select certain additional experts and top level service providers and vendors (who are not conflicted politically or on a reputational basis) in the areas of legal compliance, public relations, marketing, digital advertising, media buying and subscription services, in order to supplement the Provider's capabilities (the "Subcontractors"). The Client shall not have a role in selecting or directing the Subcontractors. The Provider shall remain ultimately responsible for all of the Services and each Subcontractor shall be bound by the confidentiality provisions set forth herein. Subject to these conditions, the Client expressly authorizes and approves such Subcontractor arrangements.

2. Term

The Provider shall perform the Services during the period commencing on the Effective Date and continuing through the date that is thirty (30) days thereafter (the "Term"). Neither Party may terminate the Agreement for convenience during the Term, but either Party may

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terminate the Agreement for a material breach which remains uncured ten (10) days after notice from the non-breaching Party.

This Agreement shall not be amended or renewed without the written agreement of both Parties. Any services requested by the Client (beyond those listed as Services hereunder, or any which are requested to be provided after the conclusion of the Term) shall be charged separately and shall only be undertaken upon the execution of a new agreement or an amendment hereof.

3. Payment

For the Services, during the Term, the Client shall pay the Provider a flat fee of One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Flat Fee"). The Flat Fee shall include all of the Services set forth in Exhibit A hereto, not including the out-of-pocket expenses listed in Exhibit A. The Flat Fee shall be paid within five (5) business days of the Effective Date.

4. Representations and Warranties

Each Party represents and warrants that it is duly organized under the relevant laws of its country of origin and that it is authorized to enter into this Agreement. Each Party also represents and warrants that nothing in this Agreement, or in the undertakings described herein, conflicts with any other of its legal duties or obligations.

The Client represents and warrants that (i) it has the financial capacity to pay the Flat Fee described herein, and that (ii) it has supplied the Provider with accurate and complete information concerning its operations and objectives associated with the matters related to the Services.

5. Designated Representative

The Provider appoints Reem Daffa, its Executive Director, as its Designated Representative. Dr. Daffa may be reached at 202 716 9671 and her email address is r.daffa@saprac.org. The Provider also appoints Mr. Salman Al-Ansari, SAPRAC's Founder, as an additional Designated Representative. Mr. Al-Ansari may be reached at 202 730 5882 and his email address is s.ansari@saprac.org. The Client appoints SALMAN ALJALAHMA, its

COUNSELOR, as its Designated Representative. SALMAN may be reached at 202-368-4005 and ST email address is Saljalahma@schraimental.org. Neither Party shall change the Designated Representative without the written agreement of both Parties.



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6. Further Assurances; Good Faith Efforts

The Parties agree to cooperate and perform all necessary actions after the execution of the Agreement to ensure that the Agreement's intent is realized. The Parties agree that time is of the essence in implementing the plans set forth herein.

The Provider shall use its commercially reasonable good faith efforts to take all actions necessary, desirable, and appropriate (subject to the Flat Fee) to deliver the Services consistent with this Agreement. The Client agrees to use its reasonable commercial good faith efforts to cooperate with the Provider, as well as any identified Subcontractor, in carrying-out the Services in a timely and appropriate manner.

7. Performance Standard

The Provider undertakes to perform the Services with integrity and in a manner that is professional, ethical and consistent with the industry standards. The Provider shall comply with the United States Government's Lobbying Disclosure Act, the Foreign Agents Registration Act and any other applicable United States laws (the "Applicable Laws"). In this context, and notwithstanding the confidentiality provisions set forth herein, the Client recognizes that this Agreement and the Services set forth herein shall be disclosed as part of the Provider's (and relevant Subcontractors) compliance with the Applicable Laws, and the Client agrees to cooperate with the Provider in complying with the Applicable Laws.

8. Ownership of Material

Any studies, reports, graphics, videos, designs, content or other material prepared by the Provider, or its Subcontractors, under the Agreement shall belong to and remain the property of the Client. The Provider may retain a copy of such documents and software, but such documents and software shall continue to be governed by the confidentiality provisions set forth herein.

9. Confidentiality

Subject to the disclosures to the U.S. Government, required in the Provider's reasonable judgment under the Applicable Laws, and except for information that the Provider determines to be necessary to be disclosed to the Subcontractors (who themselves will be bound by confidentiality), all information disclosed by one Party to the other Party, whether oral or in written form, shall be kept confidential by the receiving Party (the "Confidential Information"). This duty of confidentiality shall not apply if the recipient Party can demonstrate that the information (i) was available to recipient on a non-confidential basis prior to its receipt of the Confidential Information from the other Party, or that it was by then

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generally available to the general public, (ii) has become available on a non-confidential basis after its receipt of the Confidential Information, or (iii) has been received from a third party entitled to provide the information.

10. Assignment

Except for its anticipated work with the Subcontractors, which the Client has expressly approved herein, the Provider shall not assign this Agreement or any portion of it without the Client's prior written consent. The Client shall not assign any of its rights or duties hereunder without the Provider's prior written consent.

11. Governing Law, Venue and Language

The Agreement shall be governed by the laws of the District of Columbia and the United States of America, and any disputes shall be brought exclusively in the District of Columbia and decided by confidential binding arbitration, under the rules and procedures of the American Arbitration Association. The language of the Agreement and any actions hereunder shall be English.

12. Notices

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed sufficiently given if (i) delivered personally; (ii) sent by certified mail, return receipt requested, postage prepaid; or (iii) sent by a national overnight delivery service (such as Federal Express), in each instance addressed, sent for delivery or delivered personally to the respective Party at its current business address set forth herein or to such other address or to the attention of such other person as shall be furnished by written notice from one Party to the other Party.

13. Expenses

Except as set forth in Exhibit A hereto, each Party shall bear its own fees and expenses, including without limitation those of its agents, advisors, attorneys and accountants, with respect to the negotiation, closing, and implementation of this Agreement.

14. Execution

This Agreement may be executed (i) by facsimile or pdf signature and any such signature shall be deemed an original; and (ii) in duplicate counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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15. Entire Agreement

This Agreement, including Exhibit A hereto, (i) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof; (ii) may not be amended or modified unless pursuant to a written instrument which refers specifically to this Agreement and is executed by the Parties; and (iii) supersedes all prior negotiations, correspondence, discussions and agreements between the Parties, if any, with respect to the subject matter hereof.

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The duly authorized representatives of the Parties, agreeing to be bound hereby, have executed this Agreement as of the Effective Date.

SAPRAC, INC.

By: 

Name: Reem Daffa

Title: Vice President & Executive Director

Date: 08/24/2017

Agreed and accepted:

Embassy of Bahrain,

By: 

Name: H.E. Abdullah bin Rashed Al Khalifa

Title: Ambassador to Washington D.C.

Date: 08/24/2017



SAPRAC

Saudi American Public Relations Affairs Committee

EXHIBIT A

The Services contemplated herein will take the form of a media campaign with the Embassy of the Kingdom of Bahrain.

The Provider will manage and have ultimate decision-making responsibility and authority for all aspects of the Campaign, to include:

- (i) the production of a high quality 60 second video commercial (the "Video Ads");
- (ii) media ad buys featuring the Video on Washington D.C.-based television news, public affairs and other programming, as determined by the Provider and its Subcontractors, directly targeted at influential people and decision-makers located in Washington D.C. (the "Video Ads");
- (iii) the placement of a series of online digital ads and online messages directly targeted at influential people and decision-makers located in Washington D.C. (the "Online Ads");
- (iv) the development and implementation of a complete digital analytics center for the Campaign, in order to monitor and reposition the Video Ad buys, as well as the Online Ads, as appropriate (the "Digital Analytics Center"), throughout the Campaign, based upon Key Performance Indicators ("KPIs");

The Provider shall provide to the Client, under separate cover, a complete list of all digital analytics and related reports that will be developed by the Provider through the Digital Analytics Center.

The Flat Fee will include:

- A. The creation of the Video, the Video Ads, and the Online Ads, as described above.
- B. The Video Ad buys and an appropriate number of Online Ads, positioned and timed in order efficiently reaching the above-referenced influential people and decision-makers in Washington D.C. (The number Video Ad buys: *To Be Determined.*)
- C. The cost of the media purchaser's services for the placement of the Video Ads and the Online Ads, as well as the cost of the Provider's coordination thereof.
- D. The cost of the Digital Analytics Centers and its services described above.

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E. The costs of developing and posting the Supplementary Web Site as well as the efforts related to the development of additional content and followers associated with the Digital Analytics Center.

F. The Provider's Executive and Administrative costs for the delivering the Services.

As set forth in Section 3 of the Agreement, the Flat Fee does not include (i) any legal costs incurred in complying with the Applicable Laws, relating to the Provider's actions under this Agreement, or otherwise arising as a result of this Agreement or the Campaign, and (ii) out-of-pocket expenses incurred or approved by the Provider in the course of providing the Services hereunder (including but not limited to international or long-distance travel, including business class airfare, accommodations and meals, if any, international wire fees, international conference calls, subscription services, courier, shipping and the like).

The Provider shall make reasonable efforts to limit such expenses and shall advise the Client in advance as to any single expense that will exceed Five Thousand Dollars (\$5,000).

All expenses billed by the Provider to the Client shall be paid by the Client within thirty (30) days of date of the Provider's invoice.

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