

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 <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.

<p>1. Name and Address of Registrant ThirdCircle, Inc. 1111 Penshurst Lane Penn Valley, PA 19702</p>	<p>2. Registration No.  6540</p>
<p>3. Name of Foreign Principal Embassy of the State of Qatar</p>	<p>4. Principal Address of Foreign Principal 2555 M St. NW Washington, DC 200037-1305</p>

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
Embassy of the State of Qatar
- b) Name and title of official with whom registrant deals  
Sara Al-Saadi, Public Diplomacy Officer

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

<sup>1</sup> "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.

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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 <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"/>

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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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.

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**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.

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Date of Exhibit A	Name and Title	Signature
	Richard Smotkin, President	

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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  ThirdCircle, Inc.	2. Registration No.  6540
3. Name of Foreign Principal  Embassy of the State of Qatar	

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.  
The nature and method of performance are set forth in the attached contract.

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

As directed by the Embassy, Consultant shall assist in arranging for state and local elected officials to participate in delegations traveling to Qatar for meetings with government officials, business and trade representatives, and representatives of other organizations and institutions. The purpose of the meetings will be furtherance of the U.S.-Qatar bilateral relationship, including advancement of shared policy objectives and bilateral trade and investment opportunities.

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.

As directed by the Embassy, Consultant shall assist in arranging for state and local elected officials to participate in delegations traveling to Qatar for meetings with government officials, business and trade representatives, and representatives of other organizations and institutions. The purpose of the meetings will be furtherance of the U.S.-Qatar bilateral relationship, including advancement of shared policy objectives and bilateral trade and investment opportunities.

**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
January 22, 2019	Richard Smotkin, President	/s/ Richard Smotkin <span style="float: right;">eSigned</span>

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.

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT** (the "Agreement"), dated January 1, 2019, is made by and between:

**Embassy of the State of Qatar** (the "Embassy")  
2555 M Street, NW  
Washington, DC 20037  
Attn: Deputy Chief of Mission

and

**ThirdCircle, Inc.** (the "Consultant")  
Attn: Mr. Richard Smotkin

In consideration of the mutual promises set forth herein, the Embassy and Consultant agree as follows:

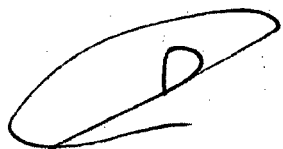
- 1. Term.** The Term of this Agreement shall commence on January 1, 2019 (the "Effective Date"), and shall expire on COB February 28, 2019, unless earlier terminated in accordance with the Agreement. The Term may be extended only upon execution of a written amendment, signed by the authorized representatives of both parties.
- 2. Scope of Services:** During the Term, Consultant shall perform the services (the "Services") described in Appendix A.
- 3. Compensation to Consultant:** In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant in accordance with Appendix B.
- 4. Exclusivity and Conflicts of Interest:** During the Term, and during the period ending one year after expiration of the Term, Consultant shall not advise, represent or accept engagements from any sovereign state in the MENA Region (as defined by the World Bank), other than the State of Qatar, or any entity that is substantially owned or controlled by such states, other than the State of Qatar, without written pre-approval of the Embassy. Consultant shall promptly disclose to the Embassy any actual or apparent conflicts of interest that arise in the course of any engagement undertaken by Consultant or its affiliates.
- 5. Confidentiality:** Consultant agrees that all documents, information or communications (whether verbal or recorded) exchanged between Consultant and the Embassy (including the Embassy's officers, employees, contractors, or attorneys), and any information generated or received by Consultant in the course of performance of this Agreement, are confidential, and will not be disclosed by Consultant to any person


except as authorized by the Embassy, or as required by law. Consultant agrees that Consultant will not use any confidential information for any purpose other than performance of this Agreement, and Consultant will return all copies of such information upon request. Any deliverable that Consultant produces in the performance of this Agreement shall be the sole property of the Embassy, and may be used by the Embassy without restriction. This provision shall survive expiration or termination of this Agreement.

6. **Independent Contractor:** Consultant's services shall be performed in the capacity of an independent contractor. This Agreement is not intended to establish an employer-employee relationship, or principal-agent relationship. Consultant is not authorized to commit the Embassy or the State of Qatar to any cost, contract, or other obligation. Except as expressly authorized by the Embassy, Consultant is not authorized by this Agreement to act as a spokesperson or agent on behalf of the Embassy or the State of Qatar in any meeting or communication with any person, or in any public or private statement or informational materials, or in any media statement or interview.
7. **Compliance with Law:** In the execution and performance of this Agreement, Consultant confirms that Consultant has complied, and will comply, with all applicable laws. To the extent that Consultant is required by the laws of any jurisdiction to register or disclose to a governmental entity Consultant's Services under this Agreement, or to make public disclosure of the terms of this Agreement, Consultant shall provide advance notice to the Embassy.
8. **Responsibility for Consultant Employees and Subcontractors:** Consultant shall be responsible for assuring that Consultant's employees and subcontractors assigned to performance of this Agreement will comply with Paragraphs 4, 5, 6 and 7 of this Agreement. Without limiting the generality of this provision, Consultant shall include substantially identical provisions in the corresponding subcontracts or employment contracts.
9. **Termination.** The Embassy may terminate this Agreement at any time, without cause, effective 30 days after written notice. In the event of termination, Consultant shall be paid at the agreed rate of compensation, *pro rata*, through the effective date of termination.
10. **Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
11. **General Provisions.**

- a. Neither party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without prior written consent from the other party.
- b. Neither party shall be liable to the other party for indirect, consequential, or punitive damages, irrespective of the nature of the claim or cause of action.
- c. No failure or delay by a party in exercising any right or remedy shall operate as a waiver of these or any other rights and remedies.
- d. No modification of this Agreement shall be effective unless reflected in a written agreement executed by the parties.
- e. Nothing in this Agreement shall waive or alter the privileges and immunities to which the Embassy is entitled under the laws of the United States or any other jurisdiction.
- f. This Agreement reflects the entire agreement between Embassy and Consultant, and supersedes any prior agreements with respect to this subject.

**IN WITNESS WHEREOF**, Embassy and Consultant have executed this Agreement by their duly authorized representatives.

By:   
\_\_\_\_\_  
Embassy

By:   
\_\_\_\_\_  
Consultant

**APPENDIX A: SCOPE OF SERVICES**

The Services shall include the following:

As directed by the Embassy, Consultant shall assist in arranging for U.S. state and local elected officials to participate in delegations traveling to Qatar for meetings with government officials, business and trade representatives, and representatives of other organizations and institutions.

The purpose of the meetings will be furtherance of the U.S.-Qatar bilateral relationship, including advancement of shared policy objectives and bilateral trade and investment opportunities.



**APPENDIX B: COMPENSATION AND PAYMENTS**

In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant during the Term as follows:

1. **Consulting Fee:** For the services rendered pursuant to this Agreement, the Embassy shall pay Consultant a fixed fee of US\$ 15,000. Payment shall be due on February 1, 2019.
2. **Expenses:**
  - a. Consultant shall be reimbursed by Embassy for actual costs incurred for travel, accommodations and other reasonable, ordinary and necessary expenses for travel; provided that all such travel costs shall be authorized in advance by Embassy written approval.
  - b. No other expenses incurred by Consultant shall be reimbursed by Embassy, except upon prior written approval by Embassy.
3. **Invoices:** Consultant shall provide the Embassy with written invoices in advance of all payments or expense reimbursements required by this Agreement.
4. **Payment Instructions:** All payments to Consultant shall be made in United States Dollars, by wire transfer to Consultant.